रजिस्ट्री सं. डी. एल. (एन) 04/0007/2003–05

REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
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सं. 22] नई दिल्ली, मई 27—जून 2, 2012, शनिवार/ज्येष्ठ 6—ज्येष्ठ 12, 1934
No. 22] NEW DELHI, MAY 27—JUNE 2, 2012, SATURDAY/JYAISTHA 6—JYAISTHA 12, 1934

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 24 मई, 2012

का. आ. 1811.—केंद्रीय सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए जयपुर, राजस्थान राज्य में दिल्ली विशेष पुलिस स्थापना (के.अ. ब्यूरो) द्वारा संस्थापित मामले जोकि उन्हें के.अ. ब्यूरो द्वारा सौंपे गए हैं, परीक्षण न्यायालयों तथा अपीलों/पुनरीक्षणों या विधि द्वारा स्थापित पुनरीक्षण या अपीलीय न्यायालयों में इन मामलों से उत्पन्न अन्य मामलों का संचालन करने के लिए निम्नोक्त वकीलों को विशेष लोक अभियोजक के रूप में नियुक्त करती है :-

सर्व श्री

1. अनंगपाल सिंह चौहान
2. ज्योति स्वरूप शर्मा

[फा. सं. 225/12/2012-ए वी डी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 24th May, 2012

S.O. 1811.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints following advocates as Special Public Prosecutor for conducting the prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Rajasthan at Jaipur as entrusted to them by the Central Bureau of Investigation in the trial courts and appeals/revisions or other matters arising out of these cases in the revisional or appellate courts established by law :—

S/Shri

1. Anang Pal Singh Chauhan
2. Jyoti Swaroop Sharma

[F. No. 225/12/2012-AVD-II]

RAJIV JAIN, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क बोर्ड)

नई दिल्ली, 21 मई, 2012

का. आ. 1812.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में राजस्व विभाग के निम्नलिखित कार्यालय, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

कार्यालय आयुक्त,
केन्द्रीय उत्पाद शुल्क, सीमा शुल्क एवं सेवा कर,
नोएडा (उ.प्र.)

[फा. सं. ए-11017/1/2012-हिंदी-II]

आर. एन. त्रिपाठी, उप निदेशक (राजभाषा)

MINISTRY OF FINANCE

(Department of Revenue)

(CENTRAL BOARD OF EXCISE AND CUSTOMS)

New Delhi, the 21st May, 2012

S.O. 1812.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976, The Central Government hereby notifies the following office of the Department of Revenue, whereof more than 80% of the staff have acquired the working knowledge of Hindi :—

Office of the Commissioner,
Central Excise, Customs & Service Tax,
Noida (U.P.)

[F. No. A-11017/1/2012-Hindi-II]

R. N. TRIPATHI, Dy. Director (OL)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 24 मई, 2012

का. आ. 1813.—रुग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उपधारा (2) के साथ पठित धारा 5 की उपधारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, आन्ध्र प्रदेश उच्च न्यायालय के सेवानिवृत्त न्यायाधीश श्री ए. गोपाल रेड्डी को उनके पदभार ग्रहण करने की तारीख से अथवा उनके 65 वर्ष की आयु प्राप्त कर लेने तक अथवा एएआईएफआर के उत्सादित होने तक अथवा अगले आदेश होने तक, इनमें से जो भी पहले हो, 90,000 रुपए (नियत) के वेतनमान में औद्योगिक और वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण (एएआईएफआर) के अध्यक्ष के रूप में नियुक्त करती है ।

[फा. सं. 20 (02)/2002-आईएफ-II (भाग III)]

रमण कुमार गौड़, अवर सचिव

(Department of Financial Services)

New Delhi, the 24th May, 2012

S.O. 1813.—In exercise of the powers conferred by sub-section (1) and (2) of Section 5 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby appoint Justice Shri A. Gopal Reddy, Retd. Judge, Andhra Pradesh High Court as Chairman, Appellate Authority for Industrial & Financial Reconstruction (AAIFR) in the scale of pay of Rs. 90,000 (fixed) with effect from the date of assumption of the charge of the post or till the officer attains the age of 65 years or till the abolition of AAIFR or until further orders, whichever is the earliest.

[F. No. 20 (02)/2002-IF-II (Vol. III)]

RAMAN KUMAR GAUR, Under Secy.

नई दिल्ली, 31 मई, 2012

का. आ. 1814.—जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, भारतीय जीवन बीमा निगम के प्रबंध निदेशक श्री डी.के. मेहरोत्रा को दिनांक 31-05-2013 तक अर्थात् उनके अधिवर्षिता की आयु प्राप्त करने की तिथि तक या अगले आदेशों तक, जो भी पहले हो, भारतीय जीवन बीमा निगम का अध्यक्ष नियुक्त करती है ।

[फा. सं. ए-15011/02/2010-बीमा-I]

प्रिया कुमार, निदेशक, (बीमा)

New Delhi, the 31st May, 2012

S.O. 1814.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Shri D. K. Mehrotra, Managing Director, Life Insurance Corporation of India as the Chairman of Life Insurance Corporation of India till 31-05-2013 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F. No. A-15011/02/2010-Ins. I]

PRIYA KUMAR, Director (Insurance)

केन्द्रीय उत्पाद एवं सीमा शुल्क आयुक्त का कार्यालय

(कालिकट आयुक्तालय)

कालिकट, 7 मार्च, 2012

सं. 1/2012-सीमा शुल्क (एन.टी.)

का. आ. 1815.—सीमा शुल्क अधिनियम 1962 (1962 का 52) की धारा 8(ए) के अधीन शक्तियों का प्रयोग करते हुए मै. वी. रमा मेथ्यू, आयुक्त, सीमा शुल्क तथा केन्द्रीय उत्पाद शुल्क कालिकट, एतद्द्वारा अंतर्देशीय कंटेइनर डिपोट, मतिलकम (आईसीडी मतिलकम), जो मतिलकम, पाप्पिनिवट्टम गांव, कोडडुन्गाल्लूर तालूका, त्रिश्शूर जिला (स्थान-101714.52 एन, 761012.05 ई) को केन्द्रीय सरकार तथा आयुक्त द्वारा समय-समय पर जारी अन्य निदेशों तथा सीमा शुल्क 1962 के सही उपबन्धों के सख्त अनुपालन में निर्यात मालों को लादने तथा आयात मालों को उतारने के स्थान के रूप में अनुमोदित करती हूं ।

सीमा शुल्क अधिनियम 1962 के धारा 8(बी) के अधीन शक्तियों का प्रयोग प्रदत्त करते हुए मैं एतद्द्वारा आगे यह स्पष्ट करती हूँ कि ऐ सी डी मतिलकम के लिए सीमा शुल्क सीमा क्षेत्र 8.4 एकर्स (33994 स्कोयर मीटर्स) की है जो सर्वे सं. 56/1, 56/2, 56/3, 56/4, 56/5, एण्ड 56/6 पप्पिनिवट्टम गांव, कोडुनाल्लूर तालूका, त्रिश्शूर जिला, केरला में स्थित है, यह क्षेत्र 9 फीट ऊंचाई पर है जिसके ऊपर 4 फीट तार से बाड़ा लगाया है । यह सीमा रेखा निम्न रूप से है :-

1. पूर्व सीमा रेखा	पूर्व सीमा रेखा दीवार, 50.0 मीटर्स लंबाई पर है जो पप्पिनिवट्टम गांव के प्राइवेट होल्डिंग (सर्वे सं. 53/4) से जुड़ा हुआ है ।
2. दक्षिणी सीमा रेखा	दक्षिणी सीमा दीवार 277.72 मीटर्स की लंबाई तक 3 मीटर विस्तृत रोड से जुड़ा है, तथा इसमें आगे दक्षिण पूर्व समाप्ति पर 10 मीटर्स की लंबाई पर प्राइवेट होल्डिंग से जुड़ा है ।
3. पश्चिमी सीमा रेखा	पश्चिमी रोड के पार्श्व जो दीवार 100.68 मीटर्स की लंबाई पर है, वह एनएच-17 से जुड़ा हुआ है । इस सीमा रेखा दीवार पर आईसीडी के अंदर-बाहर प्रवेश द्वार है ।
4. उत्तरी सीमा रेखा	उत्तरी सीमा रेखा दीवार 413.47 मीटर्स की लंबाई तक 3.5 मीटर्स विस्तृत रोड से जुड़ा हुआ है तथा इसके आगे उत्तर पूर्व 51.20 मीटर्स की लंबाई पर प्राइवट होल्डिंग से जुड़ा हुआ है ।

आईसीडी मतिलकम के लिए (आईसीडी कोड) निर्धारित अन/लोकोड, आई एन टी सी आर 6 और उसका मंडल कोड 4606 है ।

[फा. सं. VIII/48/18/09-सीशु]

वी. रमा मेथ्यू, आयुक्त

OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE, CUSTOMS AND SERVICE TAX

(CALICUT COMMISSIONERATE)

Calicut, the 7th March, 2012

No. 1/2012-Customs (N.T.)

S.O. 1815.—In exericse of the powers conferrec under Section 8(a) of the Customs Act, 1962 (152 of 1962) I, V. Rama Mathew, Commissioner of Customs and Centra Excise, Calicut, hereby approve the Inland Containe: Depot, Mathilakam (in short 'ICD Mathilakam') situatec at Mathilakam, Pappinivattam Village, Kodungalloor Taluk Thrissur District (Location Co-ordinates—101714.52 N, 761012.05 E), as a place for loading of export goods and for unloading of imported goods, subject to strict observance of the relevant provisions of the Customs Act, 1962 and other instructions issued by the Central Government and the Commissioner from time to time.

In exercise of the powers conferred under Section 8(b) of the Customs Act, 1962, I hereby further specify the limits of Customs Area for ICD Mathilakam, comprising 8.4 Acres (33994 sq. mtrs.) in survey nos. 56/1, 56/2, 56/3, 56/4, 56/5 and 56/6 of Pappinivattam Village of Kodungalloor Taluk, Thrissur District, Kerala, enclosed with a boundary wall of 9 Ft. height with barbed wire fencing of 4 Ft. on the top and bound as under :—

1. Eastern Boundary	Eastern Boundary wall admeasuring 50.0 meters adjoining private holding bearing Survey Number 53/4 of Pappinivattam village.
2. Southern Boundary	Southern boundary wall admeasuring 277.72 meters adjoining 3 meter wide road, and beyond this the boundary wall further extends by 54.73 meters adjoining private holding at south-east end.
3. Western Boundary	Western road side boundary wall admeasuring 100.68 meters adjoining NH-17. This Boundary wall has in and Out Gate of ICD.
4. Northern Boundary	Northern boundary wall admeasuring 413.47 meters adjoining 3.5 meter wide road, and beyond this the boundary wall further extends by 51.20 meters adjoining private holding at north-east end.

The allocated UN/LOCODE (ICD Code) for ICD Mathilakam is in TCR 6 and its Division Code is 4606.

[F. No. VIII/48/18/09-Cus.]

V. RAMA MATHEW, Commissioner

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 22 मई, 2012

का.आ. 1816.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार एतद्द्वारा श्री सरदार सिंह, अपर श्रेणी क्लर्क को 22-5-2012 से भारत के कौंसलावास, जद्दा में सहायक कोंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है ।

[सं. टी. 4330/01/2006]

आर. के. पेरिनडिया, अवर सचिव (कोंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 22nd May, 2012

S.O. 1816.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Sardar Singh, UDC Consulate General of India, Jeddah to perform the duties of Assistant Consular Officers with effect from 22nd May, 2012.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

विद्युत मंत्रालय

नई दिल्ली, 18 मई, 2012

का.आ. 1817.—17-8-2006 को अधिसूचित मुख्य वैद्युत निरीक्षक एवं वैद्युत निरीक्षक की अर्हता, शक्ति तथा कार्य नियमावली 2006 के साथ पठित, विद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा डॉ. बी. उमेश राय, मुख्य महाप्रबंधक, चेन्नई मेट्रो रेल लि. (सीएमआरएल) को उपर्युक्त नियमावली में उल्लिखित अर्हता एवं शर्त के अधीन सीएमआरएल में उनके कार्यकाल तक मुख्य वैद्युत निरीक्षक के रूप में नियुक्त करती है ।

उपर्युक्त अधिकारी सीएमआरएल द्वारा प्राधिकार में लिए गए क्षेत्रों के भीतर अथवा सीएमआरएल के नियंत्रणाधीन/अथवा सीएमआरएल से संबंधित कार्यों एवं सभी वैद्युत संस्थापनाओं में केन्द्रीय विद्युत प्राधिकरण (सुरक्षा एवं विद्युत आपूर्ति से संबंधित उपाय) विनियम, 2010 में निर्धारित प्रक्रिया के अनुसार प्रचालन में वैद्युत कार्यों, वैद्युत संस्थापनाओं तथा वैद्युत रोलिंग स्टॉक के संबंध में अपनी शक्तियों का प्रयोग करेगा तथा अपने कार्यों का निष्पादन करेगा ।

सीएमआरएल यह सुनिश्चित करेगी कि मुख्य वैद्युत निरीक्षक के रूप में नियुक्त अधिकारी सीएमआरएल में उसे सौंपे गए कार्य हेतु मुख्य वैद्युत निरीक्षक नहीं होगा ।

मुख्य वैद्युत निरीक्षक के रूप में नियुक्त व्यक्ति को ऐसा प्रशिक्षण लेना होगा, जिसे केन्द्र सरकार इस प्रयोजनार्थ आवश्यक समझती हो तथा ऐसा प्रशिक्षण इस प्रकार पूरा करना होगा कि सरकार इससे संतुष्ट हो ।

[फा. सं. 42/3/2010-आर एण्ड आर]

अशोक लवासा, अपर सचिव

MINISTRY OF POWER

New Delhi, the 18th May, 2012

S.O. 1817.—In exercise of the powers conferred by sub-section (1) of Section 162 of the Electricity Act, 2003 (36 of 2003) read with Qualification, Power and Function of Chief Electrical Inspector and Electrical Inspectors Rules, 2006 notified on 17-8-2006, the Central Government hereby appoints Dr. B. Umesh Rai, Chief General Manager, Chennai Metro Rail Ltd. (CMRL) as Chief Electrical Inspector till his tenure in CMRL, subject to the qualification and condition mentioned in the above Rule.

The above mentioned officer shall exercise the powers and perform his functions in respect of electrical works, electrical installations and electrical rolling stock in operation within the areas occupied by the CMRL or in respect of works and all electrical installations under the control of CMRL/belonging to CMRL as per the procedure provided in Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010.

CMRL will ensure that the officer appointed as Chief Electrical Inspector will not be Chief Electrical Inspector in respect of the work assigned to him in CMRL.

The person appointed as Chief Electrical Inspector shall undergo such training as the Central Government may consider it necessary for the purpose and such training shall be completed to the satisfaction of the Government.

[F. No. 42/3/2010-R & R]

ASHOK LAVASA, Addl. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

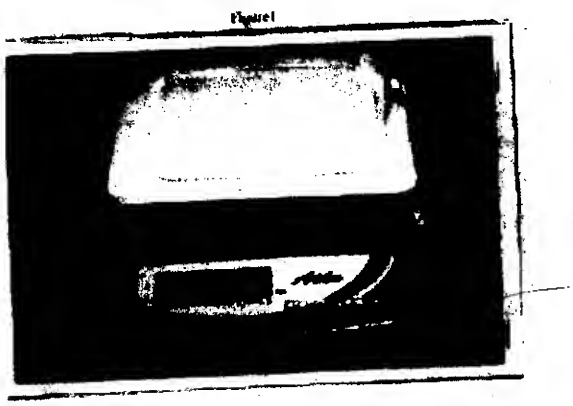
नई दिल्ली, 21 मार्च, 2012

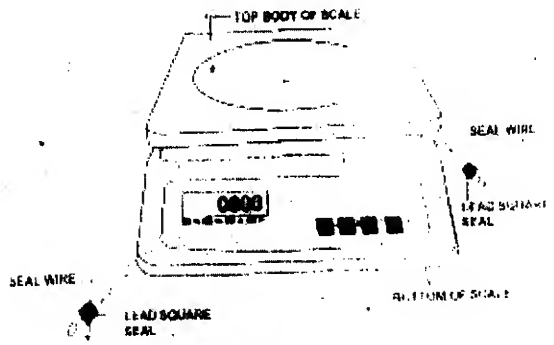
का.आ. 1818.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अन्नान वेइंग सिस्टम, 7/5 48वीं स्ट्रीट, 9वां एवेन्यू, अशोक नगर, चेन्नई-83 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एडब्ल्यूएसटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "एटीकेओ" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/455 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है । सत्यापन मापमान अंतराल (ई) 2 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्शन तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1





आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 1,00,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 1,00,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1\times10^{*}$, $2\times10^{*}$, $5\times10^{*}$, के हैं, जो धनात्मक और ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(277)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

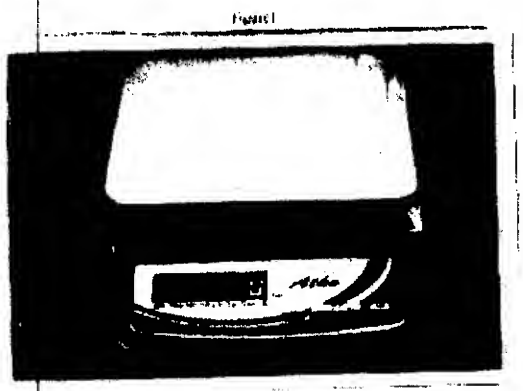
New Delhi, the 21st March, 2012

S.O. 1018.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class-II) of series "AWST" and with brand name "ATKO" (hereinafter referred to as the said model), manufactured by M/s. Annan Weighing Systems, 7/5, 48th Street, 9th Avenue, Ashok Nagar, Chennai-83 and which is assigned the approval mark IND/09/10/455;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table toptype) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1



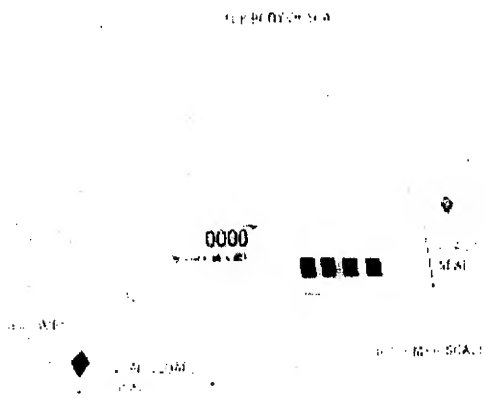


Figure-2 : Schematic Diagram of the sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 1,00,000 for 'e' value of 1 mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 1,00,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k; where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(277)/2010]

Director of Legal Metrology

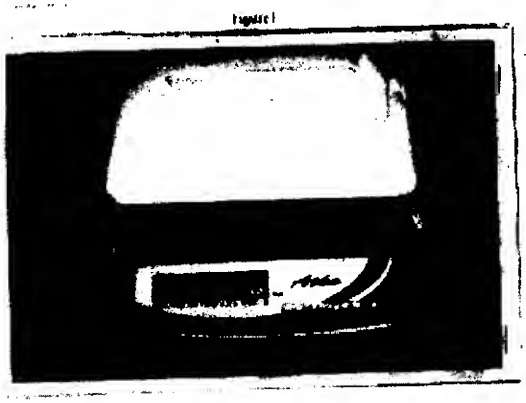
नई दिल्ली, 21 मार्च, 2012

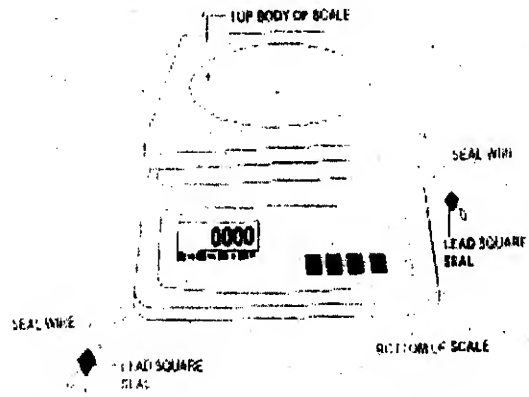
का.आ. 1819.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अम्मान वेइंग सिस्टम, 7/5 48वीं स्ट्रीट, 9वां एवेन्यू, अशोक नगर, चेन्नई-83 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एडब्ल्यूएसटी-3" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "एडीकोआ" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/456 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है । सत्यापन मापमान अंतराल (ई) 5 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1





आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k}, या 5×10^{k} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21 (277)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

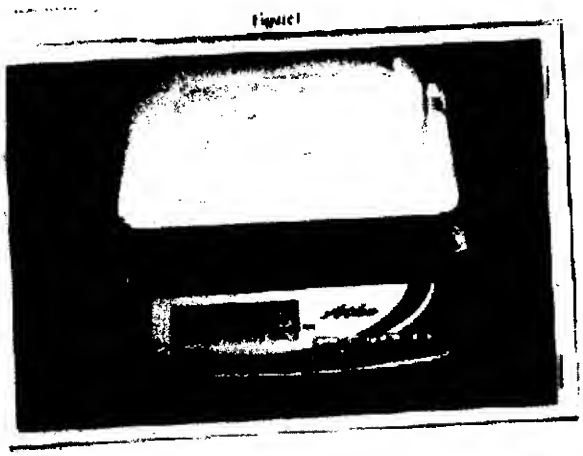
New Delhi, the 21st March, 2012

S.O. 1019.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of series "AWST-3" and with brand name "ATKO" (hereinafter referred to as the said model), manufactured by M/s. Annan Weighing Systems, 7/5 48th Street, 9th Avenue, Ashok Nagar, Chennai-83 and which is assigned the approval mark IND/09/10/456;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table TopType) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1



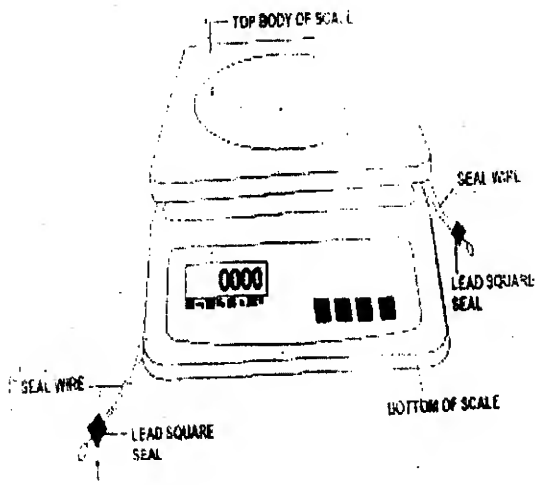


Figure-2 : Schematic Diagram of the sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (277)/2010]

B. N. DIXIT, Director of Legal Metrology

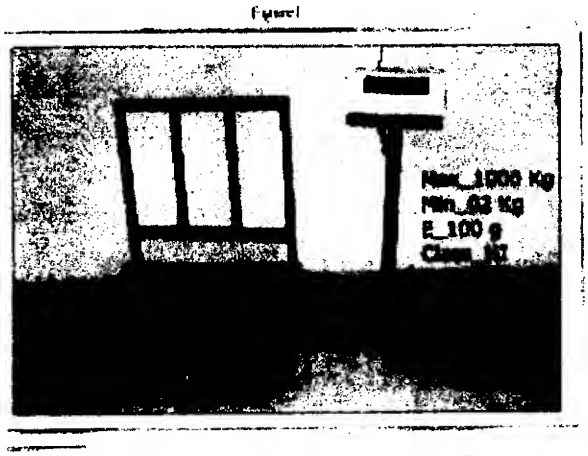
नई दिल्ली, 21 मार्च, 2012

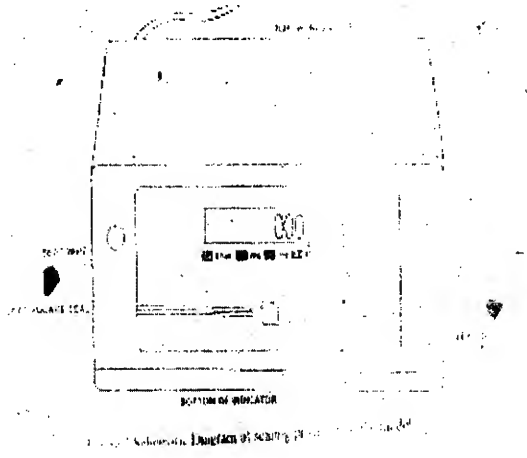
का.आ. 1820.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अन्नान वेइंग सिस्टम, 7/5 48वीं स्ट्रीट, 9वां एवेन्यू, अशोक नगर, चेन्नई-83 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-II) वाले "एडब्ल्यूएसपी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "एटीकेओ" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/457 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है । सत्यापन मापमान अंतराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1





आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k}, या 5×10^{k} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(277)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

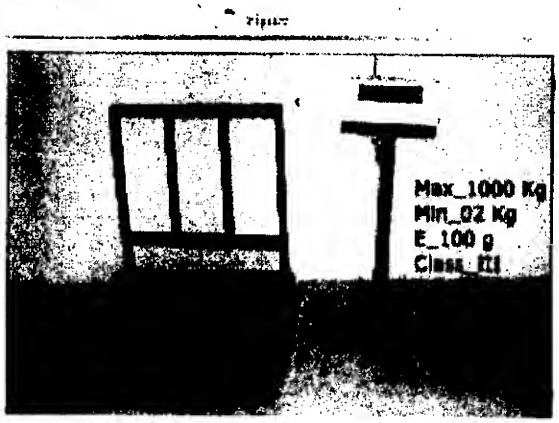
New Delhi, the 21st March, 2012

S.O. 1820.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium Accuracy (Accuracy class-III) of series "AWSP" and with brand name "ATKO" (hereinafter referred to as the said model), manufactured by M/s. Annan Weighing Systems, 7/5 48th Street, 9th Avenue, Ashok Nagar, Chennai-83 and which is assigned the approval mark IND/09/10/457;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg. and minimum capacity of 2kg.. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1



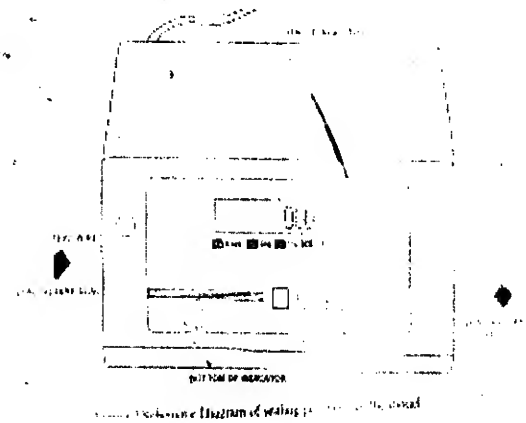


Figure-2 : Schematic Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(277)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 21 मार्च, 2012

का.आ. 1821.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स संधु स्केल कम्पनी, गुरुनानक नगर, भवानीगढ़ रोड, समाना (पंजाब)-147101 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एसएसपी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (मैकेनिकल प्लेटफार्म) के मॉडल का, जिसके ब्रांड का नाम "सुपरस्टार" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/71 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है ।

उक्त मॉडल मिश्रित लीवरों सहित एक अस्वचालित तोलन उपकरण है और स्टील यार्ड पर समानुपातिक वजन रखकर समानता की स्थिति प्राप्त की जा सकती है । इसकी अधिकतम क्षमता 300 कि. ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है । सत्यापन मापमान अंतराल (ई) 100 ग्रा. है ।

आकृति-1 मॉडल

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k} या 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21 (219)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

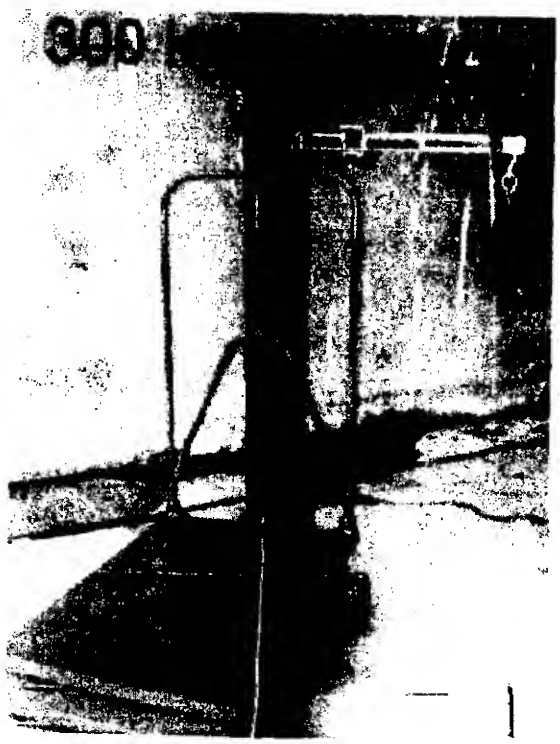
New Delhi, the 21st March, 2012

S.O. 1821.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing machine (Mechanical Platform) of medium Accuracy (Accuracy class-III) of series "SSP" and with brand name "SUPER STAR" (hereinafter referred to as the said model), manufactured by M/s. Sandhu Scale Company, Guru Nanak Nagar, Bhawanigarh Road, Samana (Punjab)-147101 and which is assigned the approval mark IND/09/11/71;

The said model is a mechanical non automatic weighing instrument with compound leavers and position of equilibrium is obtained by placing proportional weights on steel yard with a maximum capacity of 300kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g.

Figure-1 Model



Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(219)/2010]

B. N. DIXIT, Director of Legal Metrology

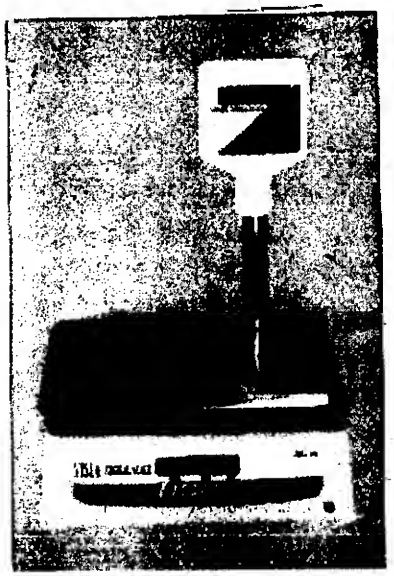
नई दिल्ली, 21 मार्च, 2012

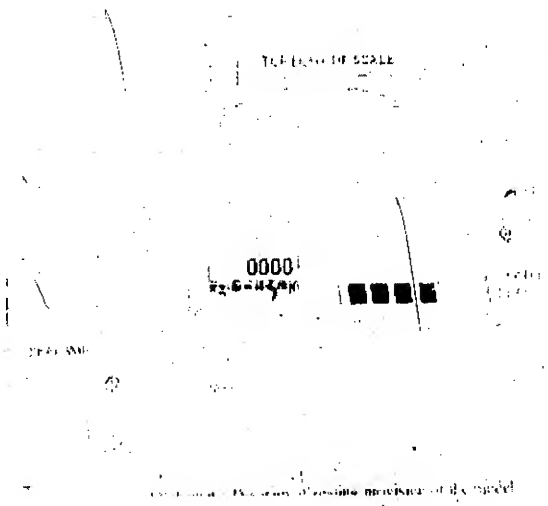
का.आ. 1822.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप धारा (7) और उप-धारा(8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विस्टा इलेक्ट्रोनिक्स, बी-50, गिरीराज इंडस्ट्रियल एस्टेट, मक्षकाली केवज रोड, मुंबई-93 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "वीईडब्ल्यू-30 * शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "विस्टा डिजिटल स्केल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/418 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है । सत्यापन मापमान अंतराल (ई) 5 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1





आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1\times10^{*}$, $2\times10^{*}$ या $5\times10^{*}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21 (258)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st March, 2012

S.O. 1822.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of series "VEW-30" and with brand name "VISTA DIGITAL SCALE" (hereinafter referred to as the said model), manufactured by M/s. Vista Electronics, B-50, Giriraj Industrial Estate, Mahakali Caves Rd., Mumbai-93 and which is assigned the approval mark IND/09/10/418;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table TopType) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1

Figure-2: Schematic Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(258)/2010]

B. N. DIXIT, Director of Legal Metrology

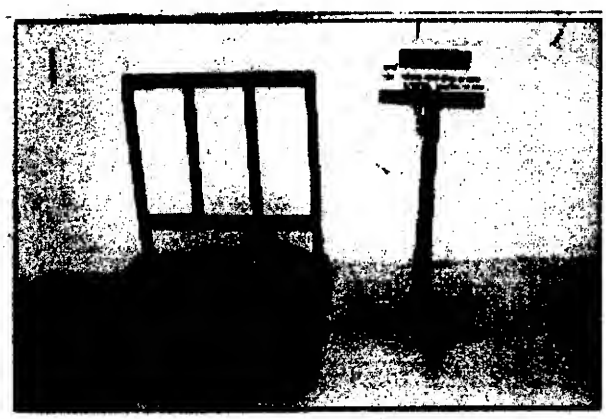
नई दिल्ली, 21 मार्च, 2012

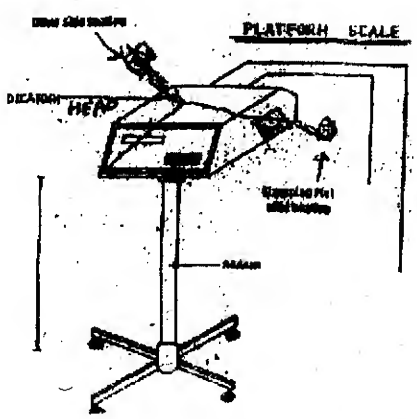
का.आ. 1823.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विस्टा इलेक्ट्रोनिक्स, बी-50, गिरीराज इंडस्ट्रियल एस्टेट, महाकाली केवज रोड, मुंबई-93 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "वीईडब्ल्यू-टी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "विस्टा डिजिटल स्केल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/419 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1





आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k}, 5×10^{k} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21 (258)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

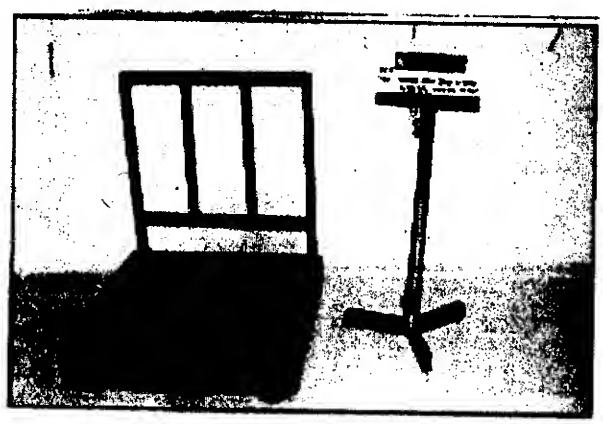
New Delhi, the 21st March, 2012

S.O. 1823.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform Type) with digital indication of medium accuracy (Accuracy Class-III) of series "VEW-1T" and with brand name "VISTA DIGITAL SCALE" (hereinafter referred to as the said model), manufactured by M/s. Vista Electronics, B-50, Giriraj Industrial Estate, Mahakali Caves Rd., Mumbai-93 and which is assigned the approval mark IND/09/10/419.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1



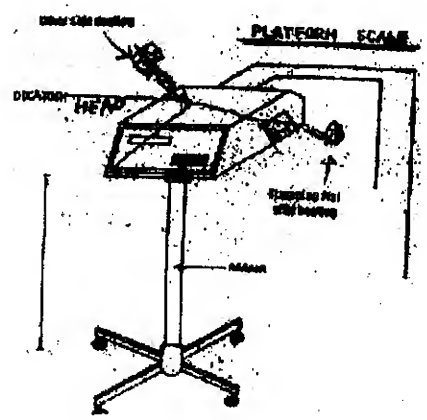


Figure-2 : Schematic Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(258)/2010]

B. N. DIXIT, Director of Legal Metrology

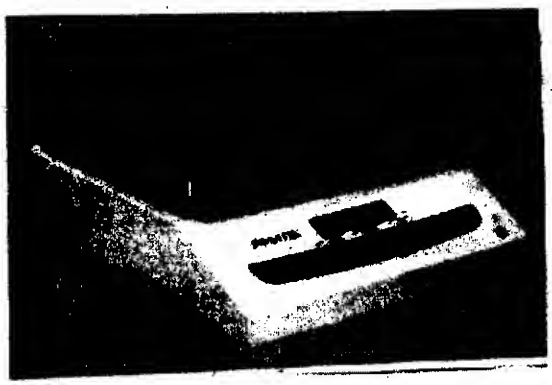
नई दिल्ली, 21 मार्च, 2012

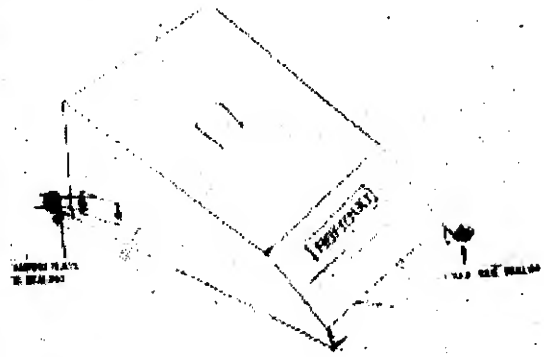
का.आ. 1834.—केन्द्रीय सरकार को, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विनिर्दिष्ट परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्वास्तिक इलेक्ट्रानिक्स, गाजियाबाद, उत्तरांचली, उत्तर प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एसडब्ल्यूटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "स्वास्तिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/420 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है । इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्शन तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1





आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की साइड में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी कैलिब्रेशन तक पहुंच की सुविधा है। बाहरी कैलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 1,00,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 1,00,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k}, 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(261)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

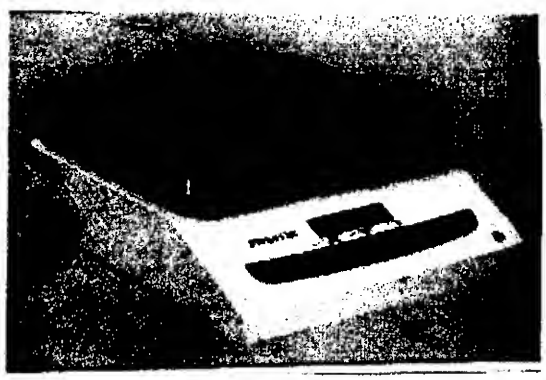
New Delhi, the 21st March, 2012

S.O. 1824.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy Class-II) of series "SWT" and with brand name "SWASTIK" (hereinafter referred to as the said model), manufactured by M/s. Swastik Electronics, Marhwan, Varanasi, U.P. and which is assigned the approval mark IND/09/10/420.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1



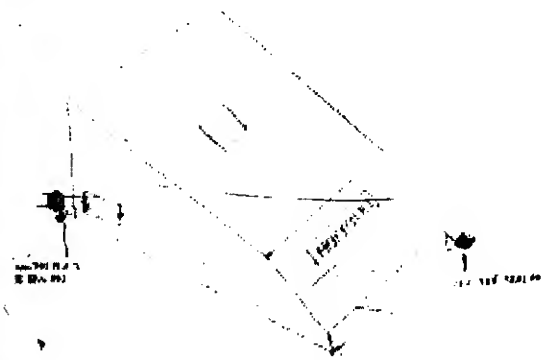


Figure-2 Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1 mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 100,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(261)/2010]

B. N. DIXIT, Director of Legal Metrology

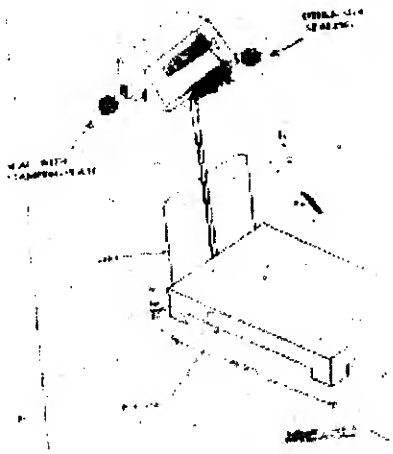
नई दिल्ली, 21 मार्च, 2012

का.आ. 1825.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्वास्तिक इलेक्ट्रानिक्स, मरहवन, वाराणसी, उत्तर प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एसडब्ल्यूटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "स्वास्तिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/421 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 किग्रा. है । सत्यापन मापमान अंतराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है । सील के साथ जुडे हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. अथवा अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. के सत्यापन मापमान अंतराल (एन) तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k}, 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21 (261)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

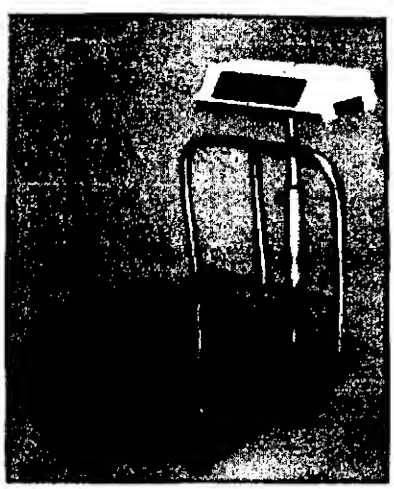
New Delhi, the 21st March, 2012

S.O. 1825.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Midium Accuracy (Accuracy Class-III) of series "SWP" and with brand name "SWASTIK" (hereinafter referred to as the said model), manufactured by M/s. Swastik Electronics, Marhwan, Varanasi, U.P. and which is assigned the approval mark IND/09/10/421.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1



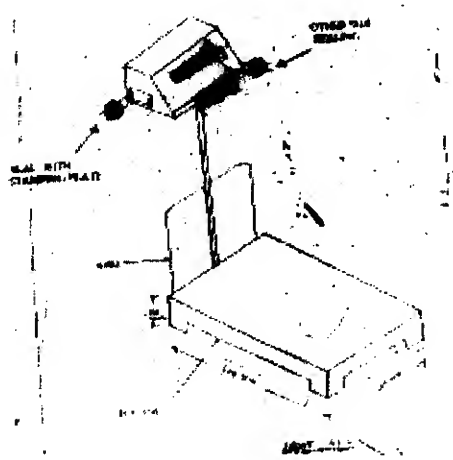


Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and upto 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where 'k' is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(261)/2010]

B. N. DIXIT, Director of Legal Metrology

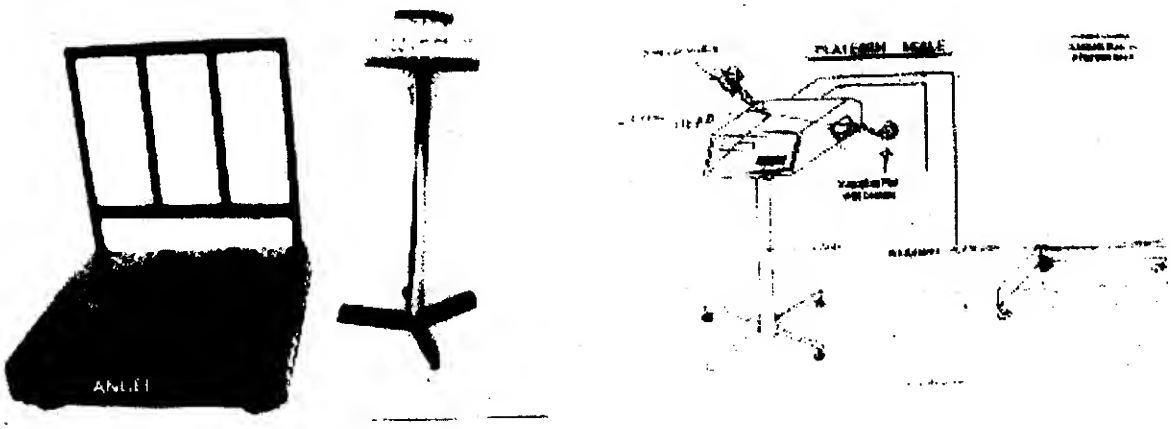
नई दिल्ली, 21 मार्च, 2012

का.आ. 1826.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मिकास् इंडस्ट्रीज प्रा.लि., ब्लॉक-9 के पीछे, धनलक्ष्मी नगर, भानपुरी, रायपुर-493221 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग III) वाले "एपीएस-1टी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "एंजिल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/451 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 किग्रा. है । सत्यापन मापमान अंतराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है । सील के साथ जुडे हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. अथवा अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक सत्यापन मापमान अंतराल (एन) क्षमता वाले हैं और "ई" मान $1\times10^{*}$, $2\times10^{*}$, $5\times10^{*}$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21 (273)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

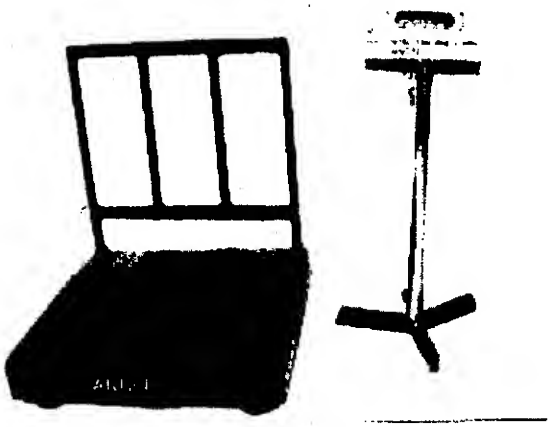
New Delhi, the 21st March, 2012

S.O. 1826.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of High Accuracy (Accuracy Class-III) of series "APS-1T" and with brand name "ANGEL" (hereinafter referred to as the said model), manufactured by M/s. Micas Industries Pvt. Ltd., Behind 9 Block, Dhanlaxmi Nagar, Bhanpuri, Raipur-493221and which is assigned the approval mark IND/09/10/451.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1



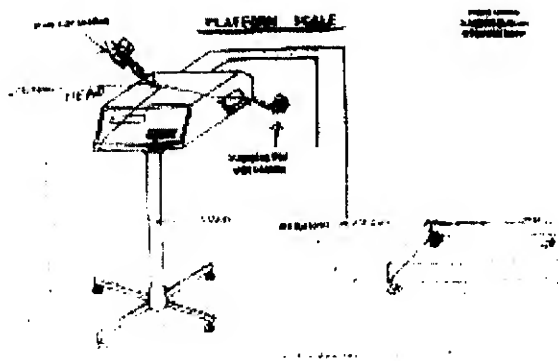


Figure-2 : Schematic Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and upto 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where 'k' is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(273)/2010]

B. N. DIXIT, Director of Legal Metrology

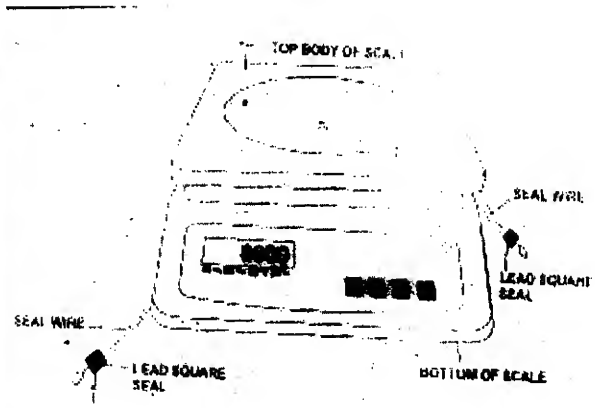
नई दिल्ली, 22 मार्च, 2012

का.आ. 1827.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत:, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ब्लैक सेन्सुई इलैक्ट्रोनिक वेट, जफर मंजिल, होटल सिद्धार्थ के पीछे, सी ए रोड, गांधीबाग, नागपुर-440091 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एसएसपीटीटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "ब्लैक सनसुई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/452 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है । इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है । सत्यापन मापमान अंतराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्शन तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के 'ई' मान के लिए 100 से 1,00,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 मि.ग्रा. या उससे अधिक के 'ई' मान के लिए 5000 से 1,00,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान 1×10^{k}, 2×10^{k}, 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(265)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd March, 2012

S.O. 1827.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy Class-II) of series "SSPTT" and with brand name "BLACK SANSUI" (hereinafter referred to as the said model), manufactured by M/s. Black Sansui Electronic Weight, Jafar Manzil, Behind Hotel Siddharth, C.A. Road, Gandhibag, Nagpur-440091 and which is assigned the approval mark IND/09/10/452.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

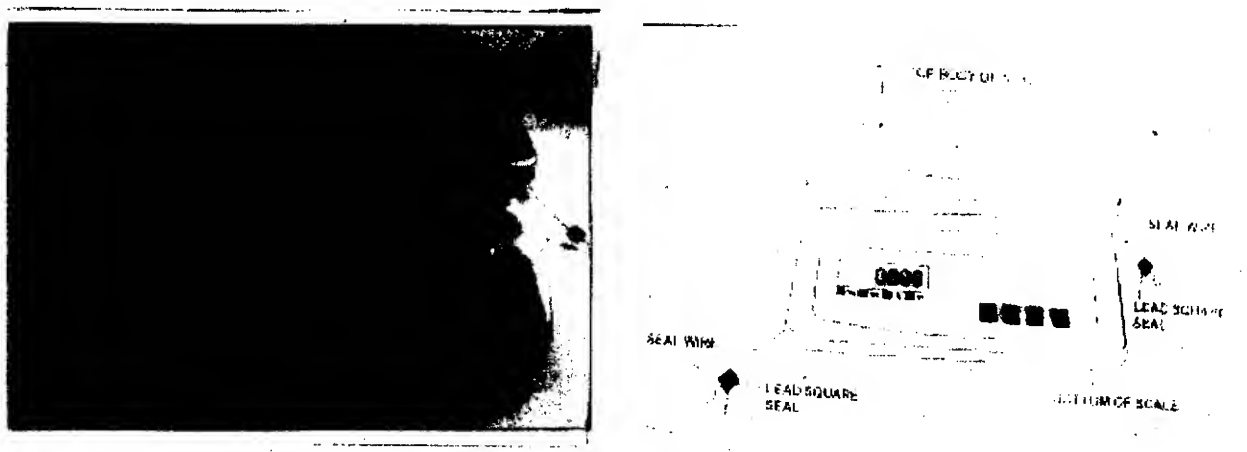


Figure-2 : Schematic Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1mg to 50 mg. and with verification sacle interval (n) in the range of 5000 to 100,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(265)/2010]

B. N. DIXIT, Director of Legal Metrology

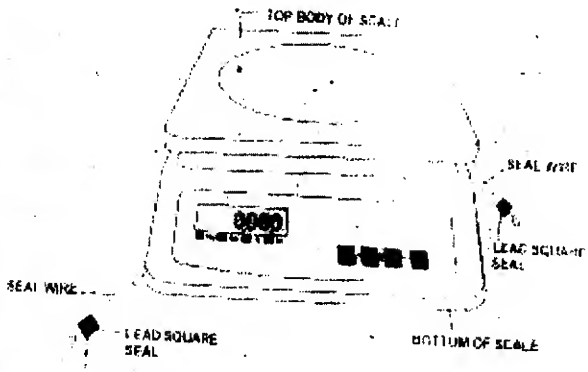
नई दिल्ली, 22 मार्च, 2012

का.आ. 1828.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत:, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ब्लैक सेन्सुई इलैक्ट्रोनिक वेट, जफर मंजिल, होटल सिद्धार्थ के पीछे, सी ए रोड, गांधीबाग, नागपुर-440091 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एसएसपीटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "ब्लैक सनसुई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/453 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है । इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है । सत्यापन मापमान अंतराल (ई) 5 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्शन तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के 'ई' मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान 1×10^{k}, 2×10^{k}, 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(265)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd March, 2012

S.O. 1828.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy Class-III) of series "SSPT" and with brand name "BLACK SANSUI" (hereinafter referred to as the said model), manufactured by M/s. Black Sansui Electronic Weight, Jafar Manzil, Behind Hotel Siddhart, C.A. Road, Gandhibag, Nagpur-440091 and which is assigned the approval mark IND/09/10/453.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Ttype) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

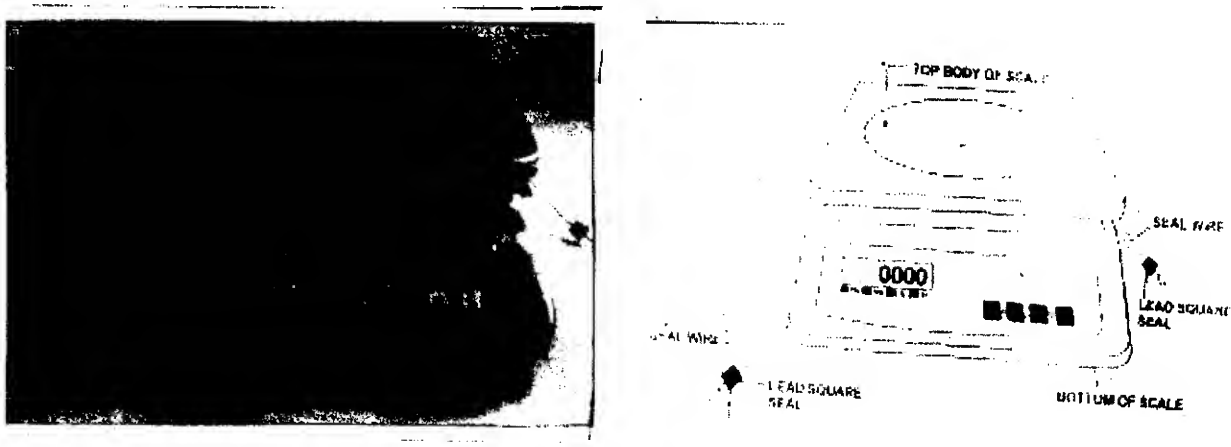


Figure-2 : Schematic Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 mg. and with verification sacle interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(265)/2010]

B. N. DIXIT, Director of Legal Metrology

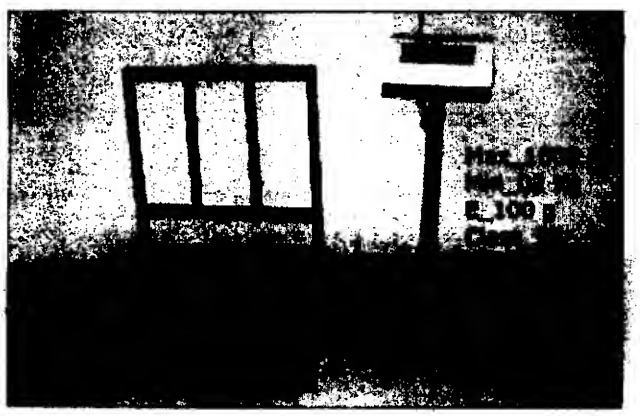
नई दिल्ली, 22 मार्च, 2012

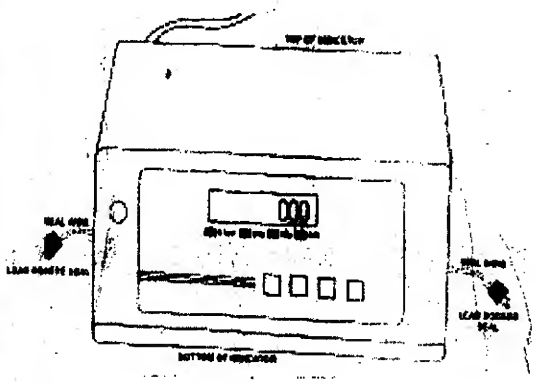
का.आ. 1829.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत:, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ब्लैक सेन्सुई इलैक्ट्रोनिक वेट, जफर मंजिल, होटल सिद्धार्थ के पीछे, सी ए रोड, गांधीबाग, नागपुर-440091 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एसएसपीएफ" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "ब्लैक सनसुई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/454 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है । सत्यापन मापमान अंतराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्शन तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1





आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है । सील के साथ जुडे हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक तक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k}, 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(265)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

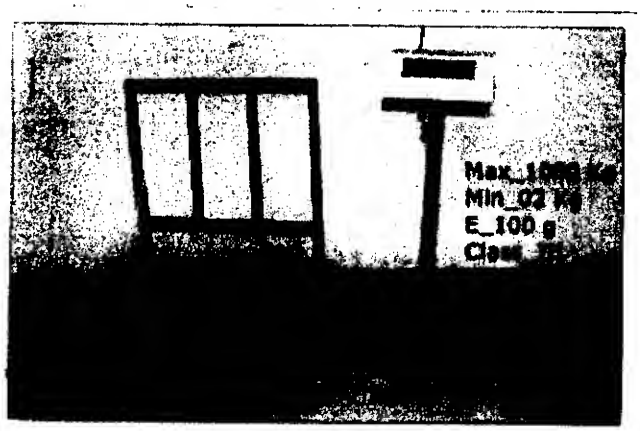
New Delhi, the 22nd March, 2012

S.O. 1829.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform Ttype) with digital indication of Medium Accuracy (Accuracy Class-III) of series "SSPF" and with brand name "BLACK SANSUI" (hereinafter referred to as the said model), manufactured by M/s.Black Sansui Electronic Weight, Jafar Manzil, Behind Hotel Siddhart, C.A. Road, Gandhibag, Nagpur-440091 and which is assigned the approval mark IND/09/10/454.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Ttype) with a maximum capacity of 1000 kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1



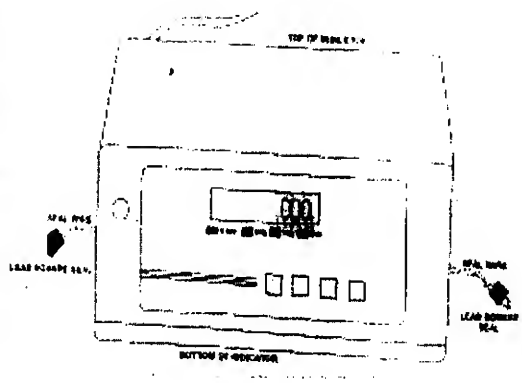


Figure-2 : Schematic Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schernatic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg.and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where 'k' is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(265)/2010]

B. N. DIXIT, Director of Legal Metrology

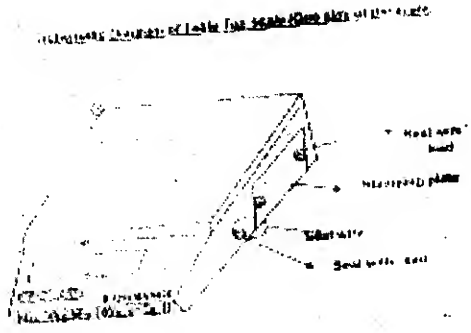
नई दिल्ली, 26 मार्च, 2012

का.आ. 1830.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा शक्तियों का प्रयोग करते हुए मैसर्स रानी मार्केटिंग, 10/एच/14, साउथ सियालदह रोड, निकट बिलियागाटा चुन्नापट्टी, कोलकाता-700015, पश्चिम बंगाल द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "आरएमजे" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप-मल्टी स्केल इंटरवल टाइप) का, जिसके ब्रांड का नाम "रानी रेंज" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/537 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप-मल्टी स्केल इंटरवल टाइप) है । इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 25 ग्रा. है । सत्यापन मापमान अंतराल (ई) 0.5 ग्रा. से 6 कि.ग्रा. से ऊपर 30 कि.ग्रा. तक 2 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k}, 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. [illegible] एम-21(275)/2011]

बी. एन. [illegible], विधिक माप विज्ञान

New Delhi, the 26th March, 2012

S.O. 1000.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top-multi scale interval type) with digital indication of High Accuracy (Accuracy Class-II) of series "RMJ" and with brand name "RANI RANGE" (hereinafter referred to as the said model), manufactured by M/s. Rani Marketing, 10/H/14, South Sealdah Road, Nr Beliaghata Chunapatty, Kolkata-700015, West Bengal and which is assigned the approval mark IND/09/11/537.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top-multi scale interval type) with a maximum capacity of 30 kg. and minimum capacity of 25g. The verification scale interval (e) is 0.5g.up to 6 kg., above 6 kg and up to 30 kg is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

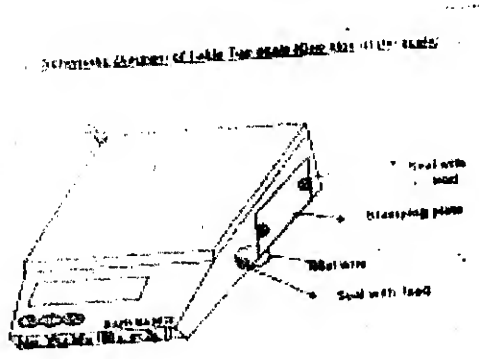


Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg.with verification sacle interval (n) in the range of 100 to 100,000 for 'e' value of 1 mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 100,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where 'k' is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (275)/2011]

B. N. DIXIT, Director of Legal Metrology

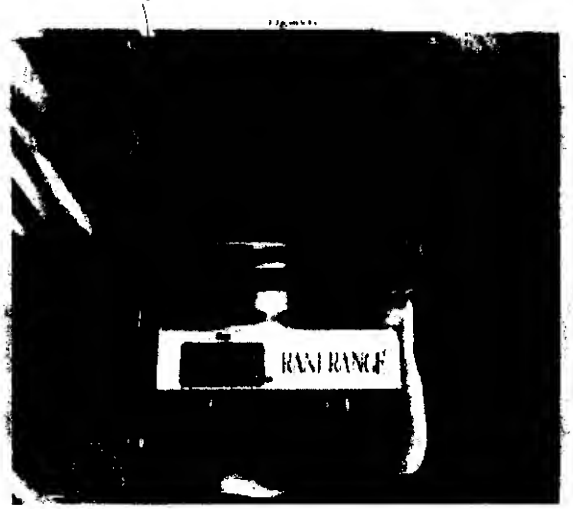
नई दिल्ली, 26 मार्च, 2012

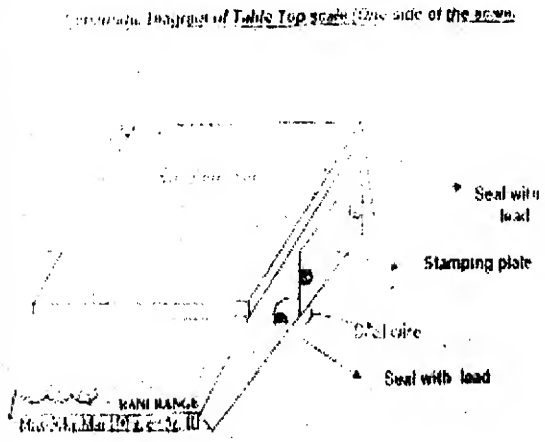
का.आ.. 1831.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् वह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा शक्तियों का प्रयोग करते हुए मैसर्स श्री रानी मार्केटिंग, 10/एच/14, साउथ सियालदह रोड, निकट बिलियागाटा चुंगीनट्टी, कोलकाता-700015, पश्चिम बंगाल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "आरएमटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप-मल्टी स्केल इंटरवल टाइप) का, जिसके ब्रांड का नाम "रानी रेंज" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/538 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप-मल्टी स्केल इंटरवल टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 20 ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 ग्रा. 10 कि.ग्रा. तक, 10 कि.ग्रा. से ऊपर 30 कि.ग्रा. तक 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1





आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुडे हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ई/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k}, 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(275)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th March, 2012

S.O. 1631.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government herebyissues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top-multi scale interval type) with digital indication of medium accuracy (accuracy class-III) of series "RMT" and with brand name "RANI RANGE" (hereinafter referred to as the said model), manufactured by M/s. Rani Marketing, 10/H/14, South Sealdah Road, Nr Beliaghata Chunapatty, Kolkata-700015, West Bengal and which is assigned the approval mark IND/09/11/538;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top-multi scale interval type) with a maximum capacity of 30 kg. and minimum capacity of 20g. The verification scale interval (e) is 1g. up to 10kg., above 10 kg. and up to 30 kg is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

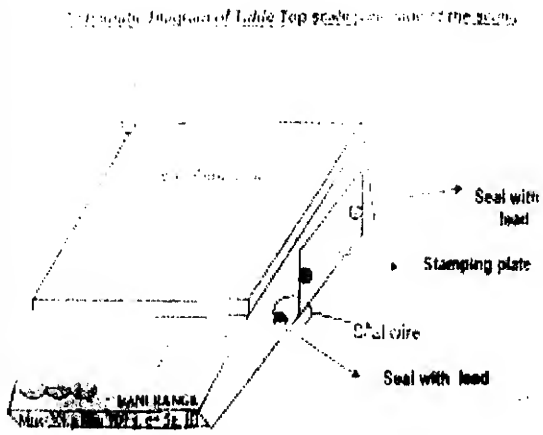


Figure-2 Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(275)/2011]

B. N. DIXIT, Director of Legal Metrology

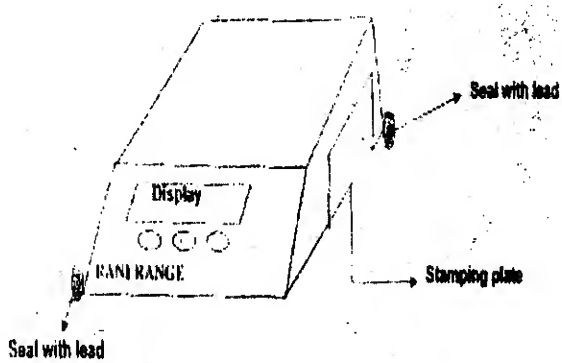
नई दिल्ली, 26 मार्च, 2012

का.आ. 1832.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत:, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम(4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स रानी मार्केटिंग, 10/एच/14, साउथ सियालदह रोड, निकट बिलियागाटा चुन्नापट्टी, कोलकाता-700015, पश्चिम बंगाल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "आरएमटी" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) का, जिसके ब्रांड का नाम "रानी रेंज" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/539 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी कैलिब्रेशन तक पहुंच की सुविधा है। बाहरी कैलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k} या 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21 (275)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th March, 2012

S.O. 1832.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform Type) with digital indication of medium accuracy (accuracy class-III) of series "RMP" and with brand name "RANI RANGE" (hereinafter referred to as the said model), manufactured by M/s. Rani Marketing, 10/H/I4, South Sealdah Road, Nr Beliaghata Chunapatty, Kolkata-700015, West Bengal and which is assigned the approval mark IND/09/11/539;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1

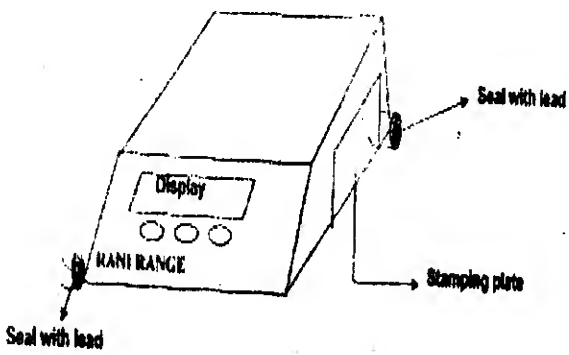


Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (275)/2011]

B. N. DIXIT, Director of Legal Metrology

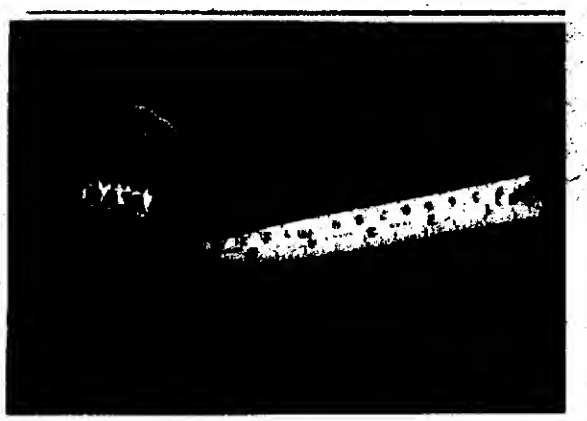
नई दिल्ली, 28 मार्च, 2012

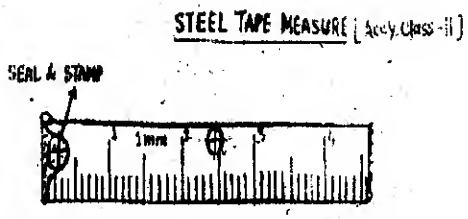
का.आ. 1833.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम(4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) की धारा 22 के दूसरे परन्तुक द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स सकानन हार्डवेयर प्राइवेट, लिमिटेड चिटू पाडा, बिडको एस्टेट, माहिम, पालघार-401404ए जिला थाणे, महाराष्ट्र द्वारा विनिर्मित (यथार्थता वर्ग-II) वाले "राजा" शृंखला के "स्टील टेप मैजर" के मॉडल का, जिसके ब्रांड का नाम "एसकेएएन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/459 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल स्टील टेप माप है जिसकी अधिकतम लम्बाई 5 मीटर है तथा न्यूनतम भाग 1 मिलीमीटर है जिसका उपयोग लम्बाई को मापने के लिए किया जाता है। स्टील टेप माप की चौडाई 19 मिलीमीटर है । माप के परिणाम स्टील टेप माप पर अंशांकित हुई लाइनों में दिए गए हैं ।

आकृति-1





आकृति-2 : सीलिंग प्रावधान ।

स्टील टेप मेजर के प्रारंभ में सत्यापन स्टाम्प दी गई है जैसाकि ऊपर आकृति में दिखाया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के स्टील टेप मैजर भी होंगे जिनकी रेंज 0.5 मीटर से 10 मीटर तक है ।

[फा. सं. डब्ल्यू एम-21(264)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

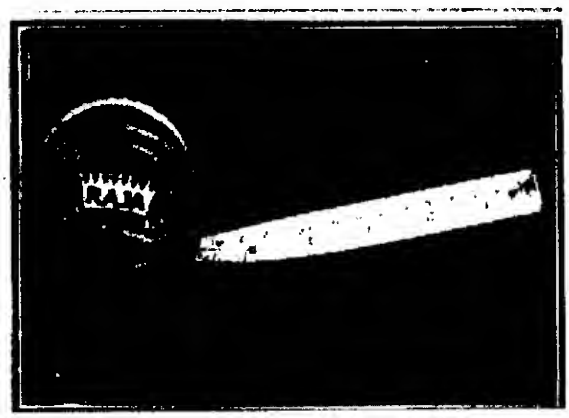
New Delhi, the 28th March, 2012

S.O. 1833.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of the 'Steel Tape Measure' of (accuracy Class-II) with series "RAJA" and brand name 'SKAN' (herein referred to as said Model), manufactured by M/s Skanan Hardware Private Limited, Chintu Pada, Bidco Estate, Mahim, Palghar-401404, District Thane, Maharashtra and which is assigned the approval mark IND/09/11/459.

The said model is a steel tape measure of Maximum length 5m. and smallest division is of 1mm. which is used for measurement of length. The width of the steel tape measure is 19mm. The results of measurements are indicated by graduation lines on the steel tape.

Figure-1



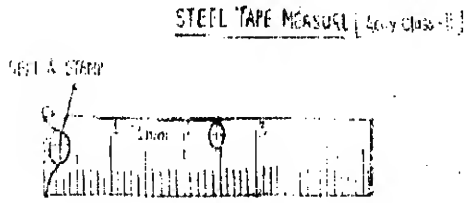


Figure-2 : Stamping provision

The verification stamp is given at the beginning of the steel tape measure as shown in the figure above.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the steel tape measure of similar make, accuracy and performance of same series in the range of 0.5m. to 10m. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(264)/2011]

B. N. DIXIT, Director of Legal Metrology

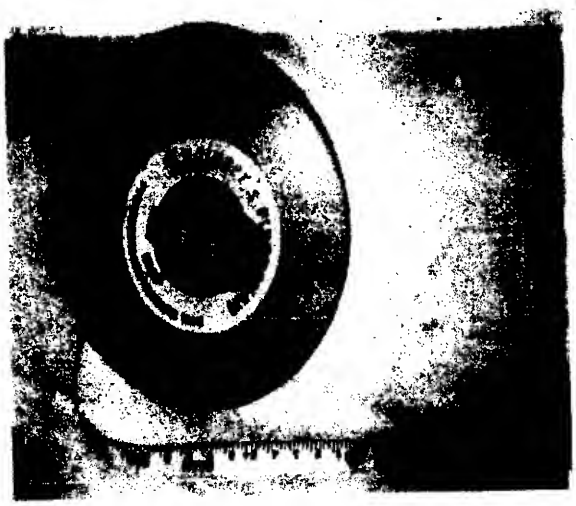
नई दिल्ली, 28 मार्च, 2012

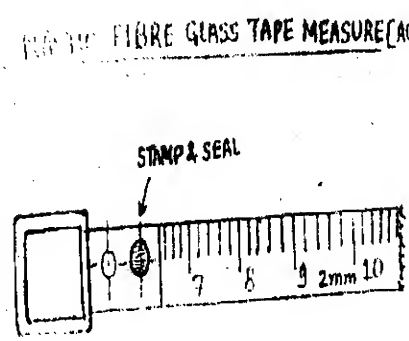
का.आ. 1834.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम(4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) की धारा 22 दूसरे परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री सकानन हार्डवेयर प्राइवेट, लिमिटेड चिंटू पाडा, बिडको एस्टेट, माहिम, पालघार-401404, जिला थाणे, महाराष्ट्र द्वारा विनिर्मित यथार्थता वर्ग III वाले "फाइबरसकान" शृंखला के "फाइबर ग्लास प्लास्टिक टेप माप" के मॉडल का, जिसके ब्रांड का नाम "एसकेएएन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/460 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है ।

उक्त मॉडल फाइबर ग्लास प्लास्टिक टेप माप है जिसकी अधिकतम लम्बाई 15 मीटर है तथा न्यूनतम भाग 2 मिलीमीटर है जिसका उपयोग लम्बाई को मापने के लिए किया जाता है। फाइबर ग्लास प्लास्टिक टेप माप की चौड़ाई 13 मिलीमीटर है । माप के परिणाम फाइबर ग्लास प्लास्टिक टेप माप पर अंशांकित हुई लाइनों में दिए गए हैं ।

आकृति-1





आकृति-2 : सीलिंग प्रावधान ।

स्टील टेप मेजर के प्रारंभ में सत्यापन स्टाम्प दी गई है जैसाकि ऊपर आकृति में दिखाया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के स्टील टेप मैजर भी होंगे जिनकी रेंज 0.5 मीटर से 50 मीटर तक है ।

[फा. सं. डब्ल्यू एम-21(264)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

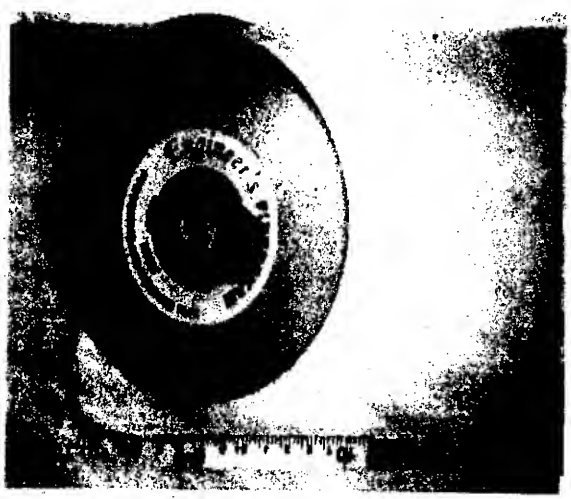
New Delhi, the 28th March, 2012

S.O. 1834.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of the 'Fiber Glass Plastic Tape Measure' of accuracy Class-III with series "FIBERSKAN" and brand name 'SKAN' (herein referred to as said Model), manufactured by M/s Skanan Hardware Private Limited, Chintu Pada, Bidco Estate, Mahim, Palghar-401404, District Thane, Maharashtra and which is assigned the approval mark IND/09/11/460.

The said model is a fiber glass plastic tape measure of maximum length 15m. and smallest division is of 2mm. which is used for measurement of length. The width of the fiber glass plastic tape measure is 13mm. The results of measurements are indicated by graduation lines on the fiber glass plastic tape measure.

Figure-1



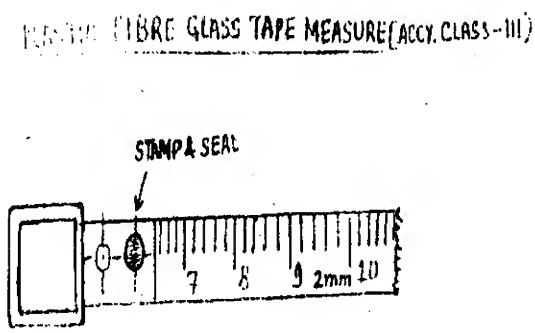


Figure-2 : Stamping provision

The verification stamp is given at the beginning of the fiber glass plastic tape measure as shown in the figure above.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the fiber glass plastic tape measure of similar make, accuracy and performance of same series in the range of 5m. to 50m. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(264)/2011]

B. N. DIXIT, Director of Legal Metrology

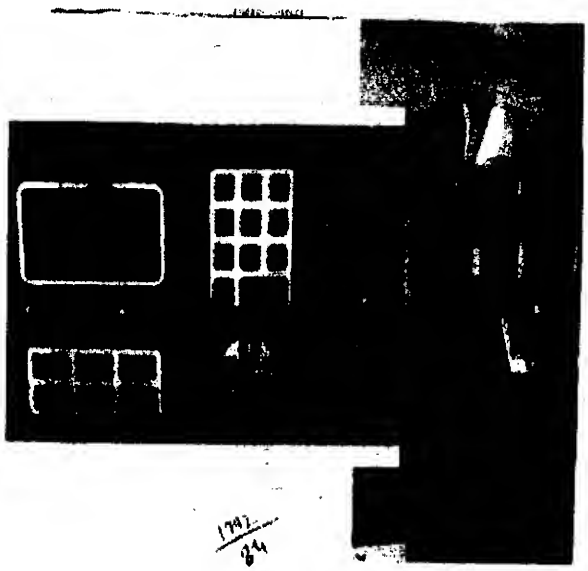
नई दिल्ली, 28 मार्च, 2012

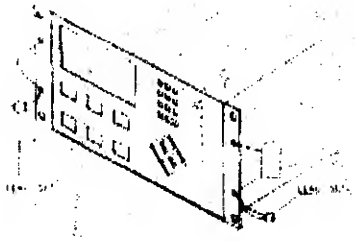
का.आ. 1835.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम(4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मेप्ले गौरमीट एंड इंडस्ट्रीज प्राईवेट लिमिटेड यूनिट नं. 7, टोपाज इंडस्ट्रीयल एस्टेट, एस नं. 84, बी सी डी, विलेज-वालिव, सतिवाली रोड, वसई (ई), थाणे-401208 द्वारा विनिर्मित यथार्थता वर्ग-X(x) जहां x-1 वाले "एसजे" शृंखला के स्वचालित ग्रेविमेट्रिक फिलिंग उपकरण के मॉडल का, जिसके ब्रांड का नाम "किसूजी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/529 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित स्वचालित ग्रेविमेट्रिक फिलिंग उपकरण है । इसकी अधिकतम क्षमता 5 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. और न्यूनतम मापमान अंतराल (ई) वेल्यू 5 ग्रा. के साथ उत्पाद की मात्रा और प्रकृति पर निर्भर करते हुए इसकी बारम्बारता 4 से 10 वेईंग प्रति मिनट और फिलिंग क्षमता रेंज 500 ग्रा. से 5000 ग्रा. तक है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1





आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जिनकी भरण क्षमता 500 ग्रा. से 15 कि.ग्रा. की रेंज में होगी

[फा. सं. डब्ल्यू एम-21(282)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

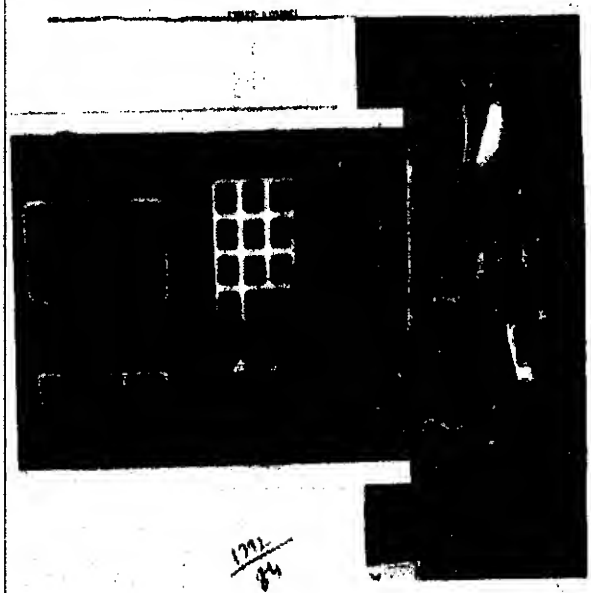
New Delhi, the 28th March, 2012

S.O. 1835.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of automatic gravimetric filling instrument belonging to accuracy class, X(x) where x-1 of series "SJ" and with brand name "KISUJI" (hereinafter referred to as the said model), manufactured by M/s. Maple Gourmet and Industries Private Limited, Unit No 7, Topaz Industrial Estate, S. No. 84, B, C, D, Village-Waliv, Sativali Road, Vassi (E), Thane-401208 and which is assigned the approval mark IND/09/11/529.

The said model is a strain gauge type load cell based automatic gravimetric filling instrument. It has maximum capacity of 5kg. minimum capacity of 100g. and least scale interval (e) value of 5g. with speed range of 4 to 10 weighing per minute and filling capacity range of 500g. to 5000g. depending upon the quantity and nature of the product. The light emiting diode (LED) indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1



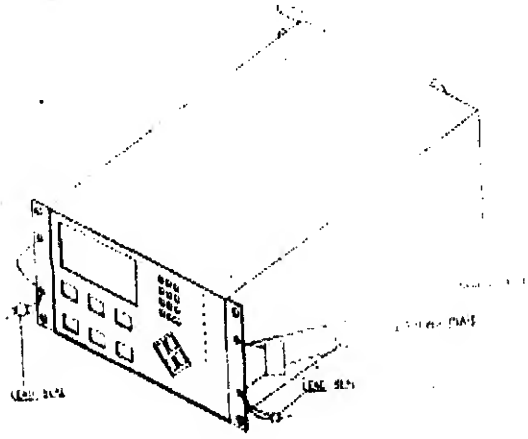


Figure-2 : Sealing Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with filling capacity range from 500g. and up to 15kg. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (282)/2011]

B. N. DIXIT, Director of Legal Metrology

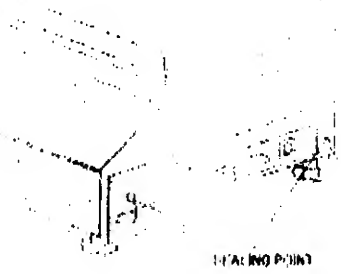
नई दिल्ली, 29 मार्च, 2012

का.आ. 1936.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स दीपा बेइंग सिस्टम्स, #3, वाई वी आर कॉम्पलैक्स, बी बी रोड, येल्हंका, बंगलोर-560064 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "डीपीटी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "दीपा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/553 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है । इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी कैलिब्रेशन तक पहुंच की सुविधा है। बाहरी कैलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k}, 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(298)/2011]

वी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th March, 2012

S.O. 1836.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (accuracy class-III) of series "DPT" and with brand name "DEEPA" (hereinafter referred to as the said model), manufactured by M/s. Deepa Weighing Systems, #3, Y. V. R. Complex, B. B. Road, Yelahanka, Bangalore-560064 and which is assigned the approval mark IND/09/11/553.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1

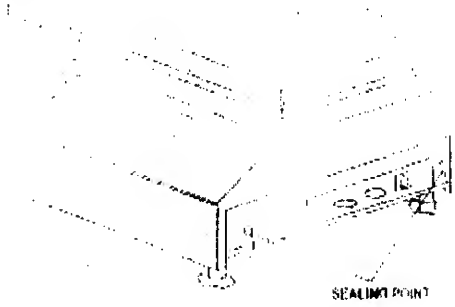


Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. and with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(298)/2011]

B. N. DIXIT, Director of Legal Metrology

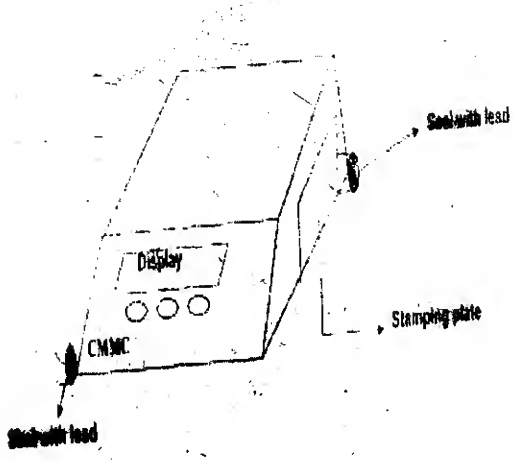
नई दिल्ली, 30 मार्च, 2012

का.आ. 1837.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कलकत्ता मशीन मैन्यूफेक्चरिंग कंपनी, 14/1/1 एच/1, अक्रूर मिस्त्री लेन, कोलकाता-700046, पश्चिम बंगाल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "सीएमसीपी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "सीएमएमसी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन/09/11/530 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है । इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है । सत्यापन मापमान अंतराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी कैलिब्रेशन तक पहुंच की सुविधा है। बाहरी कैलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में सिल्ड स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे। 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले है और "ई" मान 1×10^{k}, 2×10^{k}, 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(286)/2[illegible]]

बी. एन. दीक्षित, निदेशक, विधिक माप [illegible]

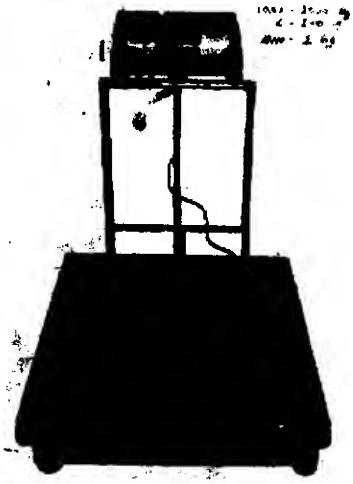
New Delhi, the 30th March, 2012

S.O. 1837.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (accuracy class-III) of series "CMCP" and with brand name "CMMC" (hereinafter referred to as the said model), manufactured by M/s. Calcutta Machine Manufacturing Company, 14/1/1H/1, Asgar Mistry Lane, Kolkata-700046, West Bengal and which is assigned the approval mark IND/09/11/530.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1



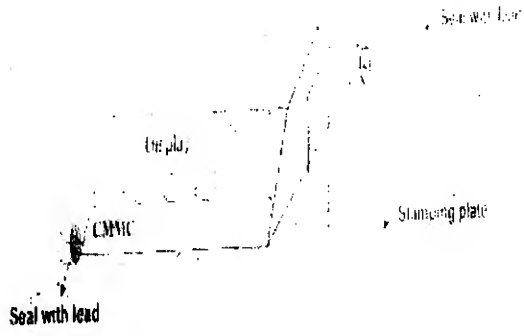


Figure-2 : Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(286)/2011]

B. N. DIXIT, Director of Legal Metrology

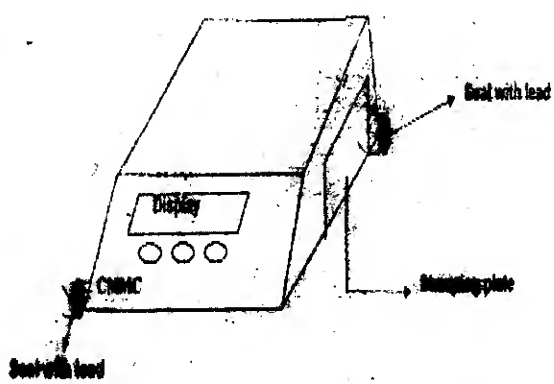
नई दिल्ली, 30 मार्च, 2012

का.आ. 1838.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम(4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कलकत्ता मशीन मैन्यूफेक्चरिंग कंपनी, 14/1/1एच/1, असगर मिस्त्री लेन, कोलकाता-700046 पश्चिम बंगाल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "सीएमसीडब्ल्यू" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रोनिक वेब्रिज) के मॉडल का, जिसके ब्रांड का नाम "सीएमएमसी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/531 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रोनिक वेब्रिज) है । इसकी अधिकतम क्षमता 60 टन और न्यूनतम क्षमता 200 कि.ग्रा. है । सत्यापन मापमान अंतराल (ई) 10 कि.ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के मेन बोर्ड और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंधों का एक प्रारूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को सक्षम करने के लिए एक कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और जो 1×10^{k}, 2×10^{k} या 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21 (286)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th March, 2012

S.O. 1838.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (electronic weighbridge) with digital indication of medium accuracy (accuracy class-III) of series "CMCW" and with brand name "CMMC" (hereinafter referred to as the said model), manufactured by M/s. Calcutta Machine Manufacturing Company, 14/1/1H/1, Asgar Mistry Lane, Kolkata-700046, West Bengal and which is assigned the approval mark IND/09/11/531.

The said model is a strain gauge type load cell based non-automatic weighing instrument (electronic weighbridge) with a maximum capacity of 60 tonne and minimum capacity of 200kg. The verification scale interval (e) is 10kg. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode [illegible] indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1

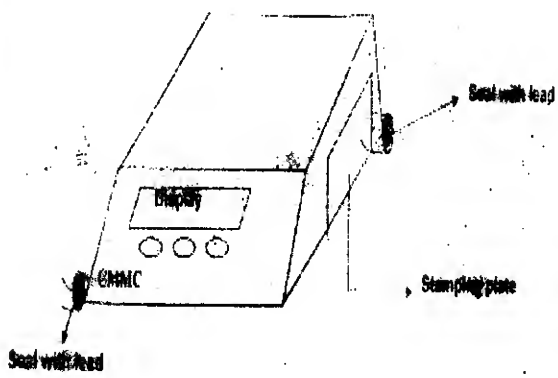


Figure-2 : Schematic Diagram of [illegible] provision of the model.

[illegible] done on the display by passing sealing wire from the body of the display. The seal is connected by wire in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(286)/2011]

B. N. DIXIT, Director of Legal Metrology

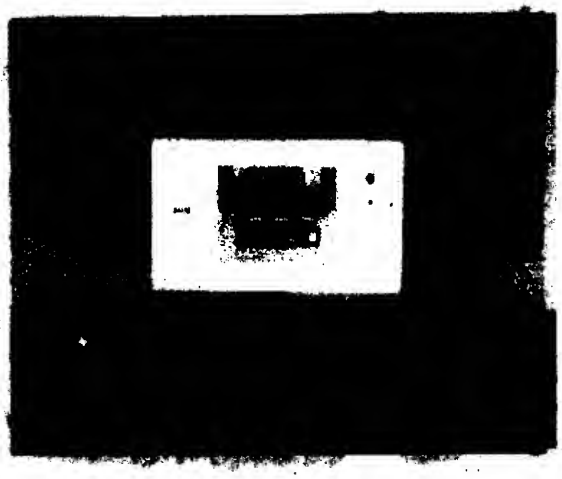
नई दिल्ली, 30 मार्च, 2012

का.आ. 1839.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम(4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009(2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स परफेक्ट स्केल कं., 273ए गणेश पेठ, पुणे-411002, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "पीएसएचएस" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (हैंगिंग स्केल) के मॉडल का, जिसके ब्रांड का नाम "पीईएससीओ" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/527 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (हैंगिंग स्केल) है । इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है । सत्यापन मापमान अंतराल (ई) 100 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

आकृति-1



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

डिस्प्ले की बाडी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और ट्रॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्रारूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी कैलिब्रेशन तक पहुंच की सुविधा है। बाहरी कैलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले है और "ई" मान 1×10^{k}, 2×10^{k} या 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(259)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

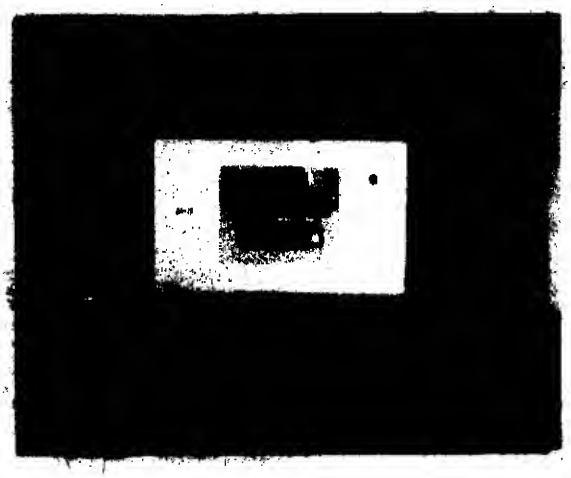
New Delhi, the 30th March, 2012

S.O. 1839.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (hanging scale) with digital indication of medium accuracy (accuracy class-III) of series "PSHS" and with brand name "PESCO" (hereinafter referred to as the said model), manufactured by M/s.Perfect Scale Co., 273, Ganesh Peth, Pune-411002, Maharashtra and which is assigned the approval mark IND/09/11/527;

The said model is a strain gauge type load cell based non-automatic weighing instrument (hanging scale) with a maximum capacity of 500 Kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode LED display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1



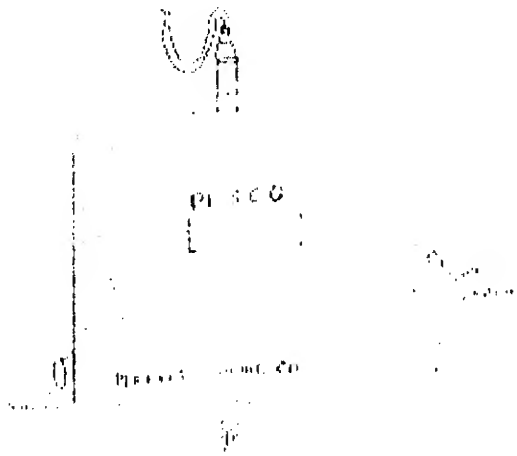


Figure-2 : Schematic Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity above 50 kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (269)/2011]

B. N. DIXIT, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 8 मई, 2012

का.आ. 1840.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वे स्थापित हो गया है :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13730 (भाग 0, अनुभाग 1) : 2012/आईईसी 60317-0-1 : 2008 विशेष प्रकार की कुंडलण तारों की विशिष्टि, भाग 0 सामान्य/अपेक्षाएं अनुभाग 1 अनेमलित गोल कॉपर की तार (पहला पुनरीक्षण)	—	8-5-2012

इस भारतीय संशोधन की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध है ।

[संदर्भ : ईटी 33/टी-110]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 18th May, 2012

S. O. 1840.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :—

SCHEDULE

Sl. No.	No. and Year of the Indian Standard	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 13730 (Part 0/Sec 1) : 2012/IEC 60317-0-1 : 2008 Specification for particular Types of Winding wires part 0 General Requirements, Sec 1 Enamelled round Copper Wire (First Revision)	—	8th May, 2012

Copy of this Standard is are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : ET 33/T-110]

R. K. TREHAN, Scientist 'E' and Head (Electrotechnical)

नई दिल्ली, 16 मई, 2012

का.आ. 1841.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 9206 : 1979	3 अप्रैल, 2012	16 मई, 2012

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : ईटी 23/टी-43]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 16th May, 2012

S. O. 1841.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :—

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 9206 : 1979 Dimensions of Caps for Tungesten Filament General Service Electric Lamps	3 April, 2012	16th May, 2012

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : ET 23/T-43]

R. K. TREHAN, Scientist 'E' and Head (Electrotechnical)

नई दिल्ली, 17 मई, 2012

का.आ. 1842.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 6347/2004 वस्त्रादि फर्श आवरण-उपभोक्ता के लिये जानकारी	–	31-5-2012

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफ़र मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : टी एक्स डी/जी-25]
अनिल कुमार, वैज्ञानिक 'ई' एवं प्रमुख (टी एक्स डी)

New Delhi, the 17th May, 2012

S. O. 1842.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/ISO 6347 : 2004 Textile Floor Covering—Consumer Information	—	31st May, 2012

Copies of this Amendment are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TXD/G-25]
ANIL KUMAR, Scientist 'E' and Head (TXD)

नई दिल्ली, 17 मई, 2012

का.आ. 1843.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15891 (भाग 6) : 2012 वस्त्रादि–बिना बुने हुए वस्त्रों की परीक्षण विधियां भाग 6 : अवशोषण	–	31-5-2012
2.	आई एस 15891 (भाग 7) : 2012 वस्त्रादि–बिना बुने हुए वस्त्रों की परीक्षण विधियां भाग 7 : बेंडिंग लम्बाई ज्ञात करना	–	31-5-2012
3.	आई एस 15891 (भाग 8) : 2012 वस्त्रादि–बिना बुने हुए वस्त्रों की परीक्षण विधियां भाग 8 : द्रव्य पार होने का समय ज्ञात करना (कृत्रिम मूत्र)	–	31-5-2012

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : टी एक्स डी/जी-25]

अनिल कुमार, वैज्ञानिक 'ई' एवं प्रमुख (टी एक्स डी)

New Delhi, the 17th May, 2012

S. O. 1843.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 15891 (Part 6) : 2012/ISO 9073-6 : 2000 Textiles—Test Methods for Nonwovens: Part 6 Absorption	—	31st May, 2012
2.	IS 15891 (Part 7) : 2012/ISO 9073-7 : 1995 Textiles—Test Methods for Nonwovens: Part 7 Determination of Bending Length	—	31st May, 2012
3.	IS 15891 (Part 8) : 2012/ISO 9073-8 : 1995 Textiles—Test Methods for Nonwovens: Part 8 Determination of Liquid Strike—Thrugh Time (Simulated Urine)	—	31st May, 2012

Copies of this Amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : TXD/G-25]

ANIL KUMAR, Scientist 'E' and Head (TXD)

नई दिल्ली, 17 मई, 2012

का.आ. 1844.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई एस ओ 5356-1 : 2004 एनिस्थिटिक एवं श्वसन उपस्कर–शंक्वाकार कनेक्टर्स भाग 1 शंकु और सॉकेट	आई एस 7409 (भाग 1) : 2003	मार्च 2012
2.	आई एस/आई एस ओ 5361 : 1999 एनिस्थिटिक एवं श्वसन उपस्कर–ट्रैक्यिल ट्यूब और संयोजक	आई एस 12504 (भाग 1 और भाग 2) : 1988 और आई एस 11808 : 1986	मार्च 2012

(1)	(2)	(3)	(4)
3.	आई एस/आई एस ओ 5362 : 2006 संवेदनहाकर रखने की थैलियां	आई एस 11364 : 1994	मार्च 2012
4.	आई एस/आई एस ओ 5366-1 : 2000 एनस्थीसिया एवं श्वसन उपकरण-ट्रेकीओस्टॉमी हेतु नलियां भाग 1 व्यस्कों के लिए प्रयोग में आने वाली नलियां एवं संयोजक	आई एस 12505 (भाग 1 और 2) : 1998	फरवरी 2012
5.	आई एस/आई एस ओ 5367 : 2000 एनस्थीसिया उपकरण एवं वेन्टीलेटरों के साथ प्रयोग में आने वाली नलियां	आई एस 11363 : 1985	मार्च 2012
6.	आई एस/आई एस ओ 6876 : 2001 दंत रूट कनाल सीलिंग सामग्री		फरवरी 2012
7.	आई एस/आई एस ओ 7199 : 1996 कार्डियोवस्कयुलर आरोपण और कृत्रिम अंग-रक्त गैस एक्सचैंजर (आक्सिजनैटर)		अप्रैल 2012
8.	आई एस/आई एस ओ 7439 : 2002 कॉपर-युक्त इंटरा यूटराइन गर्भनिरोधक युक्तियां-अपेक्षाएं, परीक्षण	आई एस 12418 (भाग 1) : 1987	अप्रैल 2012
9.	आई एस/आई एस ओ 8637 : 2004 हृदय वाहिका अन्तर्रोपण और कृत्रिम अंग-रक्त अपोहक, रक्त निस्यंदक एवं रक्त साइक	आई एस 13890 : 1994	अप्रैल 2012
10.	आई एस/आई एस ओ 8638 : 2004 हृदय वाहिका अन्तर्रोपण और कृत्रिम अंग-रक्त अपोहक, रक्त निस्यंदक एवं रक्त साइक के लिए वहि: शारीरिक रक्त चक्र	आई एस 13878 : 1993	अप्रैल 2012
11.	आई एस/आई एस ओ 8980-1 : 2004 ओप्थेलमिक ओपटिक्स-चश्मों के अनकट फिनिश किये लैंस भाग 1 एकल-फोकल एवं बहुफोकल लैंस की विशिष्टि	आई एस 5695 : 1970	अप्रैल 2012
12.	आई एस/आई एस ओ 9170-2 : 2008 चिकित्सा गैस पाइपलाइन तंत्र के लिए टर्मिनल इकाइयां भाग 2 निश्चेतक गैस अपमार्जन तंत्र के लिए टर्मिनल इकाइयां		मार्च 2012
13.	आई एस 13115 : 1991 सामान्य उपयोग के लिए सुवाह्य प्राथमिक उपचार किट-विशिष्ट (द्विभाषी)		दिसम्बर 2011
14.	आई एस 13450 (भाग 1/अनुभाग 2) : 2012/ आई ई सी 60601-2 : 2007 चिकित्सीय विद्युत उपस्कर भाग 1 आधारभूत सुरक्षा और आवश्यक कार्यकारिता की सामान्य अपेक्षाएं अनुभाग 2 सामानांतर मानक: विद्युतचुम्बकीय कंपेटिबिलिटी-अपेक्षाएं एवं परीक्षण		मार्च 2012
15.	आई एस/आई एस ओ 13960 : 2003 कार्डियोवस्कयुलर आरोपण और कृत्रिम अंग-प्लाज्माफिलटर्स		अप्रैल 2012

(1)	(2)	(3)	(4)
16.	आई एस 14316 : 1995 फाहे-छोटे, 50 की थैली में-विशिष्ट (द्विभाषी)		दिसम्बर 2011
17.	आई एस/आई एस ओ 15674 : 2001 कार्डियोवस्कयुलर आरोपण और कृत्रिम अंग हार्ड शैल कार्डियोटामी/वेनस रिर्जवायर प्रणाली (फिल्टर सहित/रहित) और नरम वेनस रिर्जवायर बैग		अप्रैल 2012
18.	आई एस/आई एस ओ 18369-2 : 2006 ओप्थेलमिक ओपटिक्स-कंटेक्ट लैंस भाग 2 छूटें	आईएस 13767 : 1993, आई एस 13903 : 1993 आई एस 13928 : 1993	अप्रैल 2012
19.	आई एस/आई ई सी 61262-3 : 1994 चिकित्सीय विद्युत उपस्कर विद्युत प्रकाशिक एक्स-रे बिम्ब तीव्रकारकों के अभिलक्षण भाग 3 ज्योतिर्मयता वितरण और ज्योतिर्मयता गैर अनुरूपता ज्ञात करना	आईएस 13729 : 1993	फरवरी 2012
20.	आई एस/आई एस ओ 24234 : 2004 दन्त चिकित्सा में अमलगम के लिए पारा एवं मिश्र धातु		मार्च 2012
21.	आई एस/आई एस ओ 25539-1 : 2003 कार्डियोवस्कयुलर आरोपण-एन्डोवस्कयुलर उपकरण भाग 1 एन्डोवस्कयुलर प्रोस्थेसिस		अप्रैल 2012

इस मानकों की प्रतियाँ भारतीय मानक भवन, मानक मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों, अहमदाबाद, बंगलूरु, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[3-5]

New Delhi, [illegible]

S.O. 1844.—In pursuance of clause (b) of [illegible] the Bureau of Indian Standards hereby notifies that the [illegible] annexed have been issued.

Sl. No.	No. and Year of the Indian Standards	No. and year of Indian Standards, if any, superseded by the new Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/ISO 5356-1:2004 Anaesthetic and respiratory Equipment - Conical Connectors Part 1 Cones and Sockets	IS 7904 (Part 1):2003	March 2012
2.	IS/ISO 5361 :1999 Anaesthetic and respiratory Equipment - Tracheal Tubes and connectors	IS 112504 (Parts 1 and 2): 1988 and IS 11808:1986	March 2012
3.	IS/ISO 5362:2006 Anaesthetic Reservoir Bags	IS 11364:1994	March 2012

(1)	(2)	(3)	(4)
4.	IS/ISO 5366-1 : 2000 Anaesthetic and respiratory equipment -Tracheostomy tubes Part 1 Tubes and connectors for use in adults	[illegible]	February 2012
5.	IS/ISO 5367:2000 Breathing tubes intended for use with anaesthetic apparatus and ventilators	[illegible]	March 2012
6.	IS/ISO 6876:2001 Dental root canal sealing materials		February 2012
7.	IS/ISO 7199: 1996 Cardiovascular Implants and Artificial Organs-Blood-Gas Exchangers (Oxygenators)		April 2012
8.	IS/ISO 7439:2002 Copper-Bearing intra-uterine contraceptive devices - Requirements, tests	[illegible]	April 2012
9.	IS/ISO 8637:2004 Cardiovascular implants and artificial organs - Haemodialysers, haemodiafilters, Haemofilters and Haemoconcentrators	IS 12896:1994	April 2012
10.	IS/ISO 8638: 2004 Cardiovascular implants and artificial organs - Extracorporeal Blood circuit for haemodialysers, haemodiafilters and haemofilters	IS 13678:1993	April 2012
11.	IS/ISO 8980-1 :2004 Ophthalmic optics - Uncut finished spectacle lenses Part 1 Specifications for single-vision and multifocal lenses	IS 3695: 1970	April 2012
12.	IS/ISO 9170-2: 2008 Terminal units for medical gas pipeline systems Part 2 Terminal units for anaesthetic gas scavenging systems		March 2012
13.	IS 13115: 1991 Portable First-Aid kit for general use-Specification (Bilingual)		December 2011
14.	IS 13450 (Part I/Sec 2):2012 Medical electrical equipment Part 1 General requirements for basic safety and essential performance Section 2 Collateral standard: Electromagnetic compatibility Requirements and tests		March 2012
15.	IS/ISO 13960:2003 Cardiovascular implants and artificial organs-Plasmafilters		April 2012
16.	IS 14316: 1995 Swabs, small, in bag of 50 - Specification (Bilingual)		December 2011

(1)	(2)	(3)	(4)
17.	IS/ISO 15674 :2001 Cardiovascular implants and artificial organs - Hard- shell cardiotomy/venous reservoir systems (With/without filter) and soft venous reservoir bags		April 2012
18.	IS/ISO 18369-2 : 2006 Ophthalmic optics - Contact lenses Part 2 Tolerances	IS 13767:1993, IS 13903:1993 and IS 13928:1993	April 2012
19.	IS/IEC 61262-3:1994 Medical Electrical Equipment -Characteristics of Electro-optical X-ray image intensifiers Part 3 Determination of the luminance distribution and luminance non-uniformity	IS 13729:1993	February 2012
20.	IS/ISO 24234:2004 Dentistry —Mercury and alloys for dental amalgam		
21.	IS/ISO 25539-1 : 2003 Cardiovascular implants- Endovascular devices Part 1 Endovascular prostheses		April 2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Ref : MHD/G-3 : 5]

RAKESH KUMAR, Scientist 'F' & Head (MHD)

नई दिल्ली, 17 मई, 2012

का.आ. 1845.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वे स्थापित हो गये हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 60079 (भाग 29/अनुभाग 1) : 2007 विस्फोटक वातावरण भाग 29 गैस संसूचक अनुभाग 1 ज्वलनशील गैसों के लिए संसूचकों की कार्यकारिता अपेक्षाएँ	—	17 मई, 2012

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002; क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : ईटी 22/टी-81]

आर.के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 17th May, 2012

S.O. 1845.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 60079 : (Part 29/Sec. 1) : 2007 Explosive Atmospheres Part 29 Gas Detectors Section 1 Performance Requirements of Detectors for Flammable Gases	—	17 May, 2012

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Jafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : ET 22/T-81]

R. K. TREHAN, Scientist 'E' & Head (Electrotechnical)

नई दिल्ली, 18 मई, 2012

का.आ. 1846.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 5401 (भाग 1) : 2012/आई एस ओ 4832 : 2006 खाद्य एवं पशु आहार सामग्री की सूक्ष्म जैविकी—कोलीफार्म की पहचान एवं गणना के लिए समस्तर पद्धति—भाग 1 कोलोनी-गणना तकनीक (दूसरा पुनरीक्षण)	आई एस 5401 (भाग 1) : 2002/ आई एस ओ 4832 : 1991	29 फरवरी, 2012
2.	आई एस 5401 (भाग 2) : 2012/आई एस ओ 4831 : 2006 खाद्य एवं पशु आहार सामग्री की सूक्ष्म जैविकी—कोलीफार्म की पहचान एवं गणना के लिए समस्तर पद्धति—भाग 2 अति प्रसंभाव्य अंक तकनीक (दूसरा पुनरीक्षण)	आई एस 5401 (भाग 1) : 2002/ आई एस ओ 4831 : 2006	30 अप्रैल, 2012
3.	आई एस 5402 : 2012/आई एस ओ 4833 : 2003 खाद्य एवं पशु आहार सामग्री की सूक्ष्म जैविकी—सूक्ष्मजीवों की गणना के लिए समस्तर पद्धति—30°C पर कोलोनी-गणना तकनीक (दूसरा पुनरीक्षण)	आई एस 5402 : 2002 आई एस ओ 4833 : 1991	30 अप्रैल, 2012
4.	आई एस 5887 (भाग 6) : 2012/आई एस ओ 7932 : 2004 खाद्य एवं पशु आहार सामग्री की सूक्ष्म जैविकी—अनुमानित बैसिलस सिरीयस की गणना के लिए समस्तर पद्धति—भाग 6 30°C पर कोलोनी-गणना तकनीक (पहला पुनरीक्षण)	आई एस 5887 (भाग 6) : 1999/ आई एस ओ 7932 : 1993	31 मार्च, 2012

इन भारतीय मानकों की प्रतियाँ, भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चेन्नई, मुम्बई, चण्डीगढ़ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 18th May, 2012

S.O. 1846.—In pursuance of Clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
1.	IS 5401 (Part 1) : 2012/ISO 4832 : 2006 Microbiology of Food and Animal Feeding Stuffs—Horizontal Method for the Detection and Enumeration of Coliforms—Part 1 : Colony Count Technique (Second Revision)	IS 5401 (Part 1) : 2002/ISO 4832 : 1991	29 February, 2012
2.	IS 5401 (Part 2) : 2012/ISO 4831 : 2006 Microbiology of Food and Animal Feeding Stuffs—Horizontal Method for the Detection and Enumeration of Coliforms—Part 2 : Most Probable Number Technique (Second Revision)	IS 5401 (Part 2) : 2002/ISO 4831 : 2006	30 April, 2012
3.	IS 5402 : 2012/ISO 4833 : 2003 Microbiology of Food and Animal Feeding Stuffs—Horizontal Method for the Enumeration of Micro-Organisms—Colony Count Technique at 30° C (Second Revision)	IS 5402 : 2002/ISO 4833 : 1991	30 April, 2012
4.	IS 5887 (Part 6) : 2012/ISO 7932 : 2004 Microbiology of Food and Animal Feeding Stuffs—Horizontal Method for the Enumeration of Presumptive BACILLUS CEREUS Part 6—Colony–Count Technique at 30° C (First Revision)	IS 5887 (Part 6) : 1999/ISO 7932 : 1993	31 March, 2012

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Jafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : FAD/G-128]

Dr. R. K. BAJAJ, Scientist 'F' & Head (Food & Agri.)

नई दिल्ली, 18 मई, 2012

का.आ. 1847.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	आई एस 15925 : 2012/ आई एस ओ 11449 : 1994 शक्ति-चालित घूर्णी टिलर/हल के पीछे चलना—परिभाषा, सुरक्षा अपेक्षाएँ एवं परीक्षण प्रक्रियाएं	--	30 अप्रैल, 2012

इन भारतीय मानक(कों) की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चेन्नई, मुम्बई, चण्डीगढ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 18th May, 2012

S.O. 1847.—In pursuance of Clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
1.	IS 15925 : 2012/ISO 11449 : 1994 Walk-Behind Powered Rotary Tillers– Definitions, Safety Requirements and Test Procedures	—	30 April, 2012

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Jafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: FAD/G-128]

Dr. R. K. BAJAJ, Scientist 'F' & Head (Food & Agri.)

नई दिल्ली, 23 मई, 2012

का.आ. 1848.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो, एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	एस पी 71 : 2012 इस्पात के रासायनिक विश्लेषण पद्धति का संकलन	—	31-05-2012

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : एमटीडी 4/टी-15]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 23rd May, 2012

S.O. 1848.—In pursuance of Clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
1.	SP 71 : 2012 Compendium of method of chemical analysis of steels	—	31-5-2012

Copy of this standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bhadur Shah Jafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 4/T-15]

P. GHOSH, Scientist 'F' & Head (MTD)

कोयला मंत्रालय

नई दिल्ली, 31 मई, 2012

का.आ. 1849.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार ने कोयला मंत्रालय के द्वारा जारी की गई अधिसूचना संख्या का.आ. 1531 तारीख 14 जून, 2010 जो भारत के राजपत्र के भाग II, खण्ड 3, उप-खण्ड (ii) तारीख 19 जून, 2010 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 194.277 हेक्टर (लगभग) या 408.06 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि के एक भाग में कोयला अभिप्राप्त है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 161.549 हेक्टर (लगभग) या 399.18 (लगभग) माप की उक्त भूमि का अर्जन करने के अपने आशय की सूचना देती है;

टिप्पण 1 :—इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/421, तारीख 11 फरवरी, 2012 का निरीक्षण कलेक्टर, उमरिया (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

टिप्पण 2 :—उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :—

अर्जन के बाबत आपत्तियां :

"8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा ।

स्पष्टीकरण :—

1. इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए ।

2. उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी आपत्तिकर्ता को स्वयं सुने जाने, विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

3. इस धारा के प्रयोजनों के लिए, वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होगा, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।"

टिप्पण 3 : केन्द्रीय सरकार ने, कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम के अधीन भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 4 अप्रैल, 1987 में प्रकाशित अधिसूचना संख्यांक का.आ. 905, तारीख 20 मार्च, 1987 उक्त अधिनियम की धारा 3 के अधीन सक्षम प्राधिकारी नियुक्त किया है ।

अनुसूची

बिन्झरा डिपिलरिंग ब्लॉक-II, जोहिला क्षेत्र

जिला-उमरिया (मध्य प्रदेश)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/421, तारीख 11 फरवरी, 2012]

भू-सतह अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	जनरल नम्बर	तहसील	जिला	क्षेत्र हेक्टयेर में	टिप्पण
1.	डगडौआ	102	290	बांधवगढ़	उमरिया	92.035	भाग
2.	महुरा	53	577	बांधवगढ़	उमरिया	69.514	भाग
			कुल :	**161.549 हेक्टयेर (लगभग) या 399.18 एकड़ (लगभग)**			

1. ग्राम डगडौआ (भाग) में अर्जित किए जाने वाले प्लाट संख्या:

186 (भाग), 187 (भाग), 188, 189, 190 (भाग), 191, 192 (भाग), 194 (भाग), 203 (भाग), 290 (भाग), 320 से 325, 326 (भाग), 327(भाग), 328, 329 (भाग), 330 से 332, 333 (भाग), 336 (भाग), 337 (भाग), 341 से 349, 350 (भाग), 351 से 353, 354 (भाग), 355, 356, 357 (भाग)।

2 ग्राम महुरा (भाग) में अर्जित किए जाने वाले प्लाट संख्या:

200 (भाग), 201(भाग), 245 (भाग), 247 (भाग), 248 (भाग), 251 से 269, 270 (भाग), 271 से 273, 274 (भाग), 280 (भाग), 306 (भाग), 307 से 314, 315 (भाग), 319, 320, 322, 323, 324 (भाग), 325, 326 (भाग), 327 से 330, 331 (भाग), 334 (भाग)।

सीमा वर्णन :

क-ख रेखा ग्राम डगडौआ में बिन्दु "क" से आरंभ होती है और प्लाट संख्या 194, 192, 203 से गुजरती हुई बिन्दु "ख" पर मिलती है।

ख-ग रेखा ग्राम डगडौआ के प्लाट संख्या 203, 187, 186, 326, 327, 329, 336 से होकर भागत: प्लाट संख्या 329 के उत्तरी, 330 के पश्चिमी सीमा और 333, 337 से होकर प्लाट संख्या 341, 342, 343 के पश्चिमी सीमा से होती हुई बिन्दु "ग" पर मिलती है।

ग-घ रेखा ग्राम सिरौहीटी-महुरा के भागत: सम्मिलित सीमा से होकर ग्राम महुरा में प्रवेश कर प्लाट संख्या 252, 251 के पश्चिमी सीमा और 248, 247 से होकर 255 के उत्तरी सीमा फिर 201 से होती हुई बिन्दु "घ" पर मिलती है।

घ-ङ रेखा ग्राम महुरा के प्लाट संख्या 201, 257 के पूर्वी सीमा, 200, 315 से होकर प्लाट संख्या 314, 319, 320, 322, 325 के उत्तरी और पूर्वी सीमा और 326 से होकर 327 के पूर्वी सीमा एवं 334 से होती हुई बिन्दु "ङ" पर मिलती है।

ङ-च रेखा ग्राम महुरा के प्लाट संख्या 334, 330 के दक्षिणी सीमा, 331, 324, से होकर प्लाट संख्या 324 के भागत: पश्चिमी, 306, 200, 280, से होकर 266 के पश्चिमी और दक्षिणी, 267, 268, 269, 270, 274 के दक्षिणी सीमा से गुजरती हुई ग्राम डगडौआ में प्रवेश करती है और प्लाट संख्या 350, 357, 357 से होती हुई बिन्दु "च" पर मिलती है।

च-क रेखा ग्राम चिरौहटी के प्लाट संख्या 92, 78 की दक्षिणी सीमा के साथ और भागत: प्लाट संख्या 75 की दक्षिणी सीमा से गुजरती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/04/2010-पीआरआईडब्ल्यू-I]

ए. के. दास, अवर सचिव

MINISTRY OF COAL

New Delhi, the 31st May, 2012

S.O. 1849.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1531 dated the 14th June, 2010 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 19th June, 2010, the Central Government gave notice of its intention to prospect for coal in 194.277 hectares (approximately) or 408.06 acres (approximately) of the lands in the locality specified in the schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule(s) appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 161.549 hectares (approximately) or 399.18 acres (approximately) as Surface Rights in or over the said lands described in the schedule appended hereto:

Note1: The plan bearing number SECL/BSP/GM(PLG)/LAND/421 dated the 11th February, 2012 of the area covered by this notification may be inspected at the office of the Collector, Umaria (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur- 495006 (Chhattisgarh).

Note 2: Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows:—

Objection to Acquisition:

"8 (1) Any person interested in any land in respect of which a notification under Section 7(1) has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation :—

(1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of the Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3: The Coal Controller, 1, Council House Street, Kolkata-700001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 905, dated the 20th March, 1987, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 4th April, 1987.

SCHEDULE

Vindhya Depillaring Block-II, Johilla Area

District - Umaria (Madhya Pradesh)

[Plan bearing number SECL/ BSP/ GM(PLG)/ Land/ 421 dated the 11th February, 2012]

Surface Rights:

Sl. No.	Name of Village	Patwari halka number	General number	Tahsil	District	Area in hectares	Remarks
1.	Dagdauwa	102	290	Bandhogarh	Umaria	92.035	Part
2.	Mahura	53	577	Bandhogarh	Umaria	69.514	Part

Total : 161.549 hectares (approximately)
or 399.18 acres (approximately)

1. Plot numbers to be acquired in village Dagdauwa (Part):

186 (P), 187 (P), 188, 189, 190 (P), 191, 192 (P), 194 (P), 203 (P), 290 (P), 320 to 325, 326 (P), 327 (P), 328, 329 (P), 330 to 332, 333 (P), 336 (P), 337 (P),341 to 349, 350 (P), 351 to 353, 354 (P), 355, 356, 357, (P).

2. Plot numbers to be acquired in village Mahura (Part):

200 (P), 201 (P), 245 (P), 247 (P), 248 (P), 251 to 269, 270 (P), 271 to 273 , 274 (P), 280 (P), 306 (P), 307 to 314, 315 (P), 319, 320, 322, 323, 324 (P), 325 , 326 (P), 327 to 330, 331(P), 334 (P).

Boundary Description:

A-B Line starts from point 'A' in village Dagdauwa and passes through plot number 194, 192, 203 and meets at point 'B'.

B-C Line passes in village Dagdauwa through plot number 203, 187, 186, 326, 327, 329, 336, along partly northern boundary of plot number 329, western boundary of plot number 330, through 333, 337, western boundary of plot number 341, 342, 343 and meets at point 'C'.

C-D Line passes in village Dagdauwa along partly common boundary of villages Dagdauwa-Mahura then enter in village Mahura and passes along western boundary of plot number 252, 251, through 248, 247, northern boundary of plot number 255, through 201 and meets at point 'D'.

D-E Line passes in village Mahura along eastern boundary of plot number 201, 257, through 200, 315, northern and eastern boundary of plot number 314, 319, 320, 322, 325, through 326, eastern boundary of plot number 327, through 334 and meets at point 'E'.

E-F Line passes in village Mahura along southern boundary of plot number 334, 330, through 331, 324, partly western boundary of plot number 324, eastern boundary of plot number 306, through 306, 200, 280, western and southern boundary of plot number 266, southern boundary of plot number 267, 268, 269, 270, 274 then enter in village Dagdauwa and passes through 350, 354, 357 and meets at point 'F'.

F-A Line passes in village Chhirihiti along southern boundary of plot number 92, 78, partly southern boundary of plot number 75 and meets at starting point 'A'.

[F. No. 43015/04/2010-PRIW-I]

A. K. DAS, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 22 मई, 2012

का.आ. 1850.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) के खण्ड 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना दिनांक 4 नवम्बर, 2008 के का.आ. संख्या 3023 को, उन बातों के सिवाए अधिक्रांत करते हुए, जिन्हें ऐसे अधिक्रमण से पहले किया गया है या करने से लोप किया गया है, नीचे की सारणी के स्तंभ (2) में उल्लिखित अधिकारियों को, जो भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है और उक्त अधिकारी निम्न सारणी के स्तंभ (3) में विनिर्दिष्ट राज्यों/स्थानों की बाबत उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त कर्तव्यों का निर्वहन करेंगे और उन पर अधिरोपित कर्तव्यों का पालन करेंगे, अर्थात् :—

सारणी

क्र. सं.	अधिकारी का पदनाम	राज्य/स्थान जिन्हें शामिल किया गया है
(1)	(2)	(3)
1.	प्रमुख, कर्मचारी संपर्क विभाग, मुम्बई रिफाइनरी, मुम्बई	मुम्बई रिफाइनरी, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
2.	प्रमुख, मानव संसाधन विभाग, कोच्चि रिफाइनरी	कोच्चि रिफाइनरी, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
3.	प्रमुख, प्रशासन विभाग, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, मुख्यालय	भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, मुख्यालय
4.	प्रभारी, हाईवे रिटेलिंग, रिटेल, मुख्यालय, मुम्बई	महाराष्ट्र, छत्तीसगढ़, गुजरात, मध्य प्रदेश, गोवा
5.	मुख्य/उप महा प्रबंधक बिक्री, दिल्ली	दिल्ली, पंजाब, हरियाणा, हिमाचल प्रदेश, राजस्थान, उत्तर प्रदेश, उत्तराखंड तथा जम्मू व कश्मीर
6.	मुख्य/उप महा प्रबंधक बिक्री, मुम्बई	महाराष्ट्र, छत्तीसगढ़, गुजरात, मध्य प्रदेश, गोवा

(1)	(2)	(3)
7.	मुख्य/उप महा प्रबंधक बिक्री, चेन्नै	आन्ध्र प्रदेश, कर्नाटक, केरल, तमिलनाडु
8.	मुख्य/उप महा प्रबंधक बिक्री, कोलकाता	पश्चिम बंगाल, ओडीसा, बिहार, झारखण्ड, पूर्वोत्तर राज्य
9.	मुख्य प्रबंधक विधि, मुम्बई	महाराष्ट्र, छत्तीसगढ़, गुजरात, मध्य प्रदेश, गोवा
10.	प्रमुख - विधि, दिल्ली	दिल्ली, पंजाब, हरियाणा, हिमाचल प्रदेश, राजस्थान, उत्तर प्रदेश, उत्तराखण्ड तथा जम्मू व कश्मीर
11.	प्रमुख - विधि, कोलकाता	पश्चिम बंगाल, ओडीशा, बिहार, झारखण्ड, पूर्वोत्तर राज्य
12.	प्रमुख - विधि, चेन्नै	आन्ध्र प्रदेश, कर्नाटक, केरल, तमिलनाडु

[सं. आर. 42024/118/2011-एमसी]

अखिलेश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 22nd May, 2012

S.O. 1850.— In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India, Ministry of Petroleum and Natural Gas vide Number S.O. 3023, dated the 4th November, 2008, except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the officers mentioned in column (2) of the Table below, being officers of Bharat Petroleum Corporation Limited, to be the Estate Officers for the purposes of the said Act, and the said Officers shall exercise the powers conferred and perform the duties imposed on an Estate Officer by or under the said Act, in respect of the States/Permises specified in column (3) of the said Table, namely :—

TABLE

Sl. No.	Designation of the Officer	States/Premise covered
(1)	(2)	(3)
1.	Head, Employee Relations Department, Mumbai Refinery, Mumbai	Mumbai Refinery, Bharat Petroleum Corporation Limited
2.	Head, Human Resources Department, Kochi Refinery	Kochi Refinery, Bharat Petroleum Corporation Limited
3.	Head, Administration Department, Bharat Petroleum Corporation Limited, Head Office	Bharat Petroleum Corporation Limited, Head Office
4.	In-charge, Highway Retailing, Retail Head Quarters, Mumbai	Maharashtra, Chattisgarh, Gujarat, Madhya Pradesh, Goa
5.	Chief/Deputy General Manager Sales, Delhi	Delhi, Punjab, Haryana, HP, Rajasthan, Uttar Pradesh, Uttrakhand and Jammu and Kashmir
6.	Chief/Deputy General Manager Sales, Mumbai	Maharashtra Chattisgarh, Gujarat, Madhya Pradesh, Goa
7.	Chief/Deputy General Manager Sales, Chennai	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu
8.	Chief/Deputy General Manager Sales, Kolkata	West Bengal, Orissa, Bihar, Jharkhand, North-East States
9.	Chief Manager Legal, Mumbai	Maharashtra, Chattisgarh, Gujarat, Madhya Pradesh, Goa
10.	Head - Legal, Delhi	Delhi, Punjab, Haryana, Himachal Pradesh, Rajasthan, Uttar Pradesh, Uttrakhand and Jammu and Kashmir
11.	Head - Legal, Kolkata	West Bengal, Orissa, Bihar, Jharkhand, North-East States
12.	Head - Legal, Chennai	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu

[No. R-42024/118/2011-MC]

AKHILESH KUMAR, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 30 अप्रैल, 2012

का.आ. 1851.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेल मोटर सर्विस (पी. एण्ड टी.) भोपाल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एल.सी./आर./18/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-2012 को प्राप्त हुआ था।

[सं. एल-40012/67/1990-आई आर (डी यू)]

रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 30th April, 2012

S.O. 1851.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/18/91) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the Manager, Mail Motor Services (P&T) Bhopal and their workman, which was received by the Central Government on 30-4-2012.

[No. L-40012/67/1990-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/18/91

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri Wahid Ali,
S/o Shahadat Ali,
R/o H.No. 2, Near MLB College,
Naiyo Wali Gali, Budhwara,
Bhopal (MP) ...Workman

Versus

The Manager,
Mail Motor Services (P &T),
G.P.O. Campus,
Bhopal (MP) ...Management

AWARD

Passed on this 13th day of April 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-400 12/67/90-IR(DU) dated 31-1-91/4-2-91 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the Manager, Mail Motor Services, P&T Bhopal in terminating the services of Shri Wahid Ali, Auto Electrician is justified? If not, to what relief the concerned workman is entitled to?"

The case of the workman, in short is that he was appointed as Auto Electrician (workshop) in the Mail Motor Services (P&T) by the management w.e.f. 28-7-1987 after approval of the competent authority vide order No. 688 dated 27-7-1987. He was appointed on a sanctioned post. He was getting salary of Rs.950 per month. He made several representations for regularization of his service as he was virtually working as a regular and permanent Auto Electrician but the management did not accede his request. As a consequence, he was terminated from the services w.e.f. 4-9-89 without any valid and justifiable reason and impugned termination order no. 347/3 dated 2-9-89 was issued. His termination was amounts to retrenchment as defined in Section 2(oo) of the Industrial Dispute Act, 1947 (in short the Act, 1947). The management is said to have violated the mandatory provision of Section 25-F of the Act, 1947 as neither notice was given nor retrenchment compensation was paid to the workman. He was in continuous service for more than 240 days in a calendar year. It is submitted that the order of termination dated 4-9-89 be set aside and the workman be reinstated with full back wages and interest @ 18% per annum be paid.

3. The management appeared and filed statement of claim by way of written statement in the case. The case of the management, interalia, is that the workman was given a contract for carry out all electrical repairs and maintenance of all vehicles of R.M.S. Bhopal w.e.f. 28-7-1987 and was agreed between the parties that the workman would be paid @ Rs.9.50 as labour charges monthly. He was purely a contractor. There was no relationship of employer and employee between the management and the workman. It is stated that the question of regularization doesnot arise and no departmental rule was applicable in this case. Alternative case of the management is that if he was employed on casual basis, even then in view of terms of contract, his termination could not be amount to retrenchment within the meaning of Section 25-F of the Act, 1947. It is submitted that the workman is not entitled to any relief and the reference be answered in favour of the management.

4. The then learned Tribunal after perusing the evidence on record and after hearing the parties passed the award dated 26-7-2001 whereby the termination of the workman w.e.f. 4-9-89 passed by the management was held just and proper. The workman preferred writ before the Hon'ble High Court of Judicature, At Jabalpur against the award dated 26-7-2001 which was numbered as W.P. No. 25/2001. The Hon'ble High Court remanded the case to the Tribunal after quashing the order of the Tribunal vide order dated 28-4-2004 and is, accordingly, held that—

"Later the Tribunal framed three issues, namely whether the services of the workman were illegally terminated by the management? Whether the workman is entitled to reinstatement with back wages? And the relief and cost. The Tribunal adverted itself with regard to sanctioned post and came to hold that as there was no sanctioned post and hence the management was justified in terminating the services of the petitioner. Assailing the aforesaid order, it is submitted by Smt. Shobha Menon that the petitioner has raised a plea that the management has not complied with the provisions of Section 25-F of the Industrial Disputes Act, 1947 and Gratuity Act, therefore, the order of termination was bad in law. The Labour Court has absolutely forgotten to deal with the same, though it was the most vital issue for adjudication of the controversy. Mr. O.P. Namdeo, learned counsel for the respondent management firstly stated that issue has not been dealt with as no issue was framed in this regard. The Court dealing with industrial dispute has a different complexion. It is not to be guided by total procedural rules. When there was a stand in regard to non-compliance of Section 25-F of the Act. There was contention by the management that issue should have been framed in that regard. Whether the petitioner was appointed against a sanctioned post or not cannot wipe out the basic ingredient of Section 25-F of the Act. In view of this, I am inclined to hold that the order passed by the Tribunal is not sustainable and accordingly it is quashed.

The Labour Court shall frame an issue with regard to factum whether there had been compliance of the provisions of Section 25-F of the Act and its impact on the lis in question. Thereafter, if necessary, evidence would be allowed to be adduced. The Labour Court shall finalise the matter within four months from the date of received of order passed today.

Writ petition is accordingly allowed to the extent indicated above. There shall be no order as to costs."

5. On the basis of the pleadings of the parties and direction of the Hon'ble High Court the following issues are framed for adjudication—

I. Whether there had been compliance of the provisions of Section 25-F of the Act, 1947 and its impact on the lis in question?

II. Whether the services of the workman were illegally terminated by the management?

III. Whether the workman is entitled to reinstatement with back wages?

IV. Relief and costs?

6. Before discussing the issues, it is relevant to say that the Tribunal cannot go beyond the reference. The reference is regarding termination of the workman. Therefore it is not relevant to decide as to whether the workman can be regularized as an Auto Electrician in the Deptt. as claimed by the workman.

7. Issue No. I

The important question is as to whether the workman was employed by the management and there was relationship of employer and employee between the management and the workman. There is a specific case of the workman that he was appointed as Auto Electrician in Mail Motor Services (P&T) by the management w.e.f. 28-7-1987 after approval of the competent authority vide order 688 dated 27-7-87 and was terminated vide order No. 347/3 dated 2-9-89 w.e.f. 4-9-89. On the other hand, there is no specific denial that no such order was passed by the management rather there was inconsistent plea of the management that the workman was given a contract for carry out all electrical repairs and maintenance of all vehicles of RMS, Bhopal w.e.f. 28-7-1987 @ Rs. 9.30 -labour charge per month. Alternative case is that if he was employed on casual basis, even then in view of the terms of contract, his termination could not be amount to retrenchment.

8. After remand of the case from the Hon'ble High Court, the workman was further reexamined in the case and also has relied the earlier oral and documentary evidence. The management has relied the earlier evidence and has adduced further evidence by examining Shri Brijesh Kumar as witness.

9. It is an admitted fact that the workman was working w.e.f. 28-7 -1987 . The only question that according to the workman he was employed/engaged as Auto Electrician by the management on the salary of Rs. 950 whereas the management says that he was engaged on contract for repairing and maintenance of all vehicles of RMS @ Rs. 9.50 as monthly charge. Alternative case of the management that he was engaged on casual basis and in view of terms of contract, his termination couldnot be amount to retrenchment. This itself shows that the management has no definite case.

10. Now let us examine the documentary evidence filed by the workman. It is not out of place to say that the Tribunal directed the management vide order dated 23-4-96 to file original documents in Court as the management was custodian of the record but the management failed to produce those documents which were demanded by the workman to produce in Court. The then Tribunal allowed the secondary vidence of the workman vide order dated 16-1-98.

11. The workman has filed photocopy of order no. 688 dated 27-7-1987 which is marked as PI (Paper No. 18/5). This document clearly shows that the workman was employed orally and was deputed to work as Auto Electician and the working hour was also fixed from 8 AM to 4 PM and he had to mark attendance on a register by obtaining

signature of the mechanic. This document further shows that the approval was obtained by the authority. The management has not denied the existence of the said document. This clearly shows that he was employed by the management and there was relationship of employer and employee between the management and the workman and there was no contract.

12. Another photocopy of the office order no. 347/3 dated 2-9-89 is filed by the workman whereby the workman was terminated w.e.f. 4-9-89. The office order is also not denied by the management nor any document is filed in rebuttal of the said document. This document further shows that he was working as Auto Electrician. It also shows that he was employed on daily wages and he was engaged continuously till the date of termination. This order further shows that his continuation as daily wages could not be done as the post was not sanctioned. Thus it is evident that the workman was continuously employed by the management since 27-7-87 and was terminated on 4-9-89 and there was relationship of employer and employee and there was no engagement on contract basis.

13. The workman has also filed carbon copies of arrears of weekly off and holidays payment which are marked as Exhibit P-2 to P-4 (Paper Nos 18/2 to 18/4). These documents clearly show that he was paid weekly off and holidays also and therefore there was no contact between the employer and the workman otherwise the question to pay weekly off and of holidays do not arise in case of contract. This also shows that he was under the employment of the management in continuous service w.e.f. 28-7-87.

14. Now another important question is as to whether the provision of Section 25-F of the Act, 1947 was complied before terminating him from service. It is evident that the workman was in continuous service for a period of one year during a period of twelve calendar months preceding the date with termination under the provision of Section 25 B of the Act, 1947 and therefore the provision of Section 25-F of the Act, 1947 is applicable in the case.

15. There is specific case of the workman at para 8(c) in the statement of claim that prior to termination of service, the management had not complied with the mandatory provision of Section 25-F of the Act in as much as neither retrenchment notice nor wages in lieu thereof and nor retrenchment compensation was given to the workman. The management has not denied this pleading and has not stated that the notice and compensation was paid rather it is pleaded that the provision of Section 25-F of the Act, 1947 is not applicable in view of contract between the parties. When it is established that the provision of Section 25 F of the Act, 1947 is applicable then the necessary implication is that the management has admitted that no notice nor any compensation was paid to the workman on his termination.

16. However the workman is examined in the case. He has stated in his evidence that he worked w.e.f. 28-7-87 to 4-9-89 without break. He was not paid retrenchment compensation in accordance with Section 25-F of the Act, 1947. There is no cross-examination to the workman that he was paid compensation and was noticed before termination. There is no reason to disbelieve his evidence when his evidence is in corroboration to the documentary evidence adduced in the case. Thus the evidence of the workman shows that the provision of Section 25-F of the Act, 1947 was not complied before termination and its impact is that the claim of the workman of illegal termination is just and proper.

17. On the other hand, the management has adduced evidence. The management has not filed even a chit of paper to show that there was a contract between the management and the workman for engaging the workman on contract. The another story of the management is that he was engaged on casual basis and he was terminated as the post was not sanctioned. The management witness Shri S.S.Yadav has stated in his evidence at para-11 that he cannot say that the workman was on contract. This shows that he has not supported the case of the management on the point of contract. He has stated that Shri P.K.Tiwari can only say about the workman but the management has not examined Shri Tiwari in the case. Another witness Shri Brijesh Kumar has stated that Shri Wahid Ali was appointed not on regular basis but was engaged on contractual basis to carry out all electrical repairs and maintenance of the vehicles since his work was not satisfactory he was terminated on 4-9-89. The management has not filed any chit of paper to show that the workman was appointed on contractual basis. In absence of contract paper or any papers, the version of the management is not acceptable specially on the other hand, the documents filed by the workman, as has been discussed above, establish that the workman was employed on casual basis continuously till the termination on 4-9-89. In cross-examination, he has stated that at that very time, he was not in the department. This shows that he is not competent to say about the nature of engagement of the workman. He has further stated that there is record of the working days of the workman and it is to be filed in Court in time. But that record is not filed inspite of the direction of the Court because in the mind of the management, the time has not yet reached. This also shows that management is concealing the documentary evidence. The evidence of the witnesses shows that there is no evidence that notice was served before termination and compensation was paid in compliance of the provision of Section 25 F of the Act, 1947. Thus it is established that the workman was in continuous service as has been provided in Section 25 B of the Act and there was no compliance of the provision of Section 25 F of the Act, 1947 before terminating the workman from the services. Accordingly this issue is decided in favour of the workman and against the management.

18. Issue No. I

Now the question is as to whether the services of the workman was illegally terminated by the management. On the basis of the discussion made above, it is clear that the workman was terminated without complying the mandatory provision of the Section 25 F of the Act, 1947 and therefore the termination was illegal and not justified.

19. Issue No. III and IV

Since the termination was illegal as such the workman is entitled to be reinstated from the date of termination i.e. w.e.f. 4-9-1989.

20. Another important point for adjudication is as to whether the workman is entitled for back wages. The workman has stated in his evidence at the time of reexamination at para 5 that he remained unemployed from the date of his illegal termination till the date and he had been fully dependent on his relatives who are catering to his needs and to the needs of his children. There is no cross-examination by the management. There is no reason to disbelieve this evidence. This shows that he is not gainfully employed after the period of termination and is entitled to full back wages.

21. On the other hand, the management witness Shri Brijesh Kumar has stated that the workman is doing jobs under various contractors. This assertion appears to be vague. He has not stated the names of any of those contractors under whom the workman is doing job. The evidence shows that he was not in service after termination from the services of the management. His evidence is not reliable that he was gainfully employed after termination.

22. Considering the discussion made above, the termination order dated 2-9-89 whereby the workman was terminated w.e.f. 4-9-89 is set aside. The management is directed to reinstate the workman from the date of termination with full back wages. Thus the issues are decided in favour of the workman and against the management. Accordingly the reference is answered.

23. In the result the award is passed with cost of Rs. 5000 to be paid to the workman by the management in view of long litigation with the management upto the Hon'ble High Court.

24. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2012

का.आ. 1852.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिट्रिक्ट इंजीनियर, बी. एस. एन. एल., सागर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एल.सो./आर./21/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-2012 को प्राप्त हुआ था।

[सं. एल-40012/208/1996-आई आर (डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th April, 2012

S.O. 1852.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/21/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the District Engineer, BSNL, Sagar and their workman, which was received by the Central Government on 30-4-2012.

[No. L-40012/208/1996-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/21/98

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Nawabkhan,
S/o Shri Sharif Khan,
Khachta Mohalla,
Navodaya Ward, Distt.
Damoh (MP) ..... Workman

Versus

District Engineer,
BSNL, Sagar (MP) .....Management

AWARD

Passed on this 18th day of April, 2012

1. The Government of India, Ministry of Labour vide its Notification No.L-40012/208/96-IR(DU) dated 4-2-98 has referred the following dispute for adjudication by this tribunal :—

> "Whether the action of the management of District Engineer, Telecommunications, Sagar in nor regularizing Shri Nawab Khan S/O Shri Sharif Khan, daily wage mazdoor and terminating the services from 30-10-95 is legal and justified? If not, to what relief the workman is entitled to?"

2. The case of the workman, in short, is that the workman was employed by the Sub Divisional Officer (Telegraphs) Damoh on the post of Telegraph mazdoor on 16-9-85. Thereafter he was deputed to work in the Railway Electrification Department and worked from 16-9-85 to 31-12-85. He was again engaged by SDO(Telegraph) Damoh from 18-1-1986 to 31-1-87 and again he was engaged from 1-4-87 to 30-10-95. It is state that he was terminated abruptly without giving notice or retrenchment

compensation as has been provided in Section 25-F of the Industrial Dispute Act, 1947 (in short the Act, 1947). He was recruited on the said post after completing all formalities. It is submitted that the termination is illegal and the workman be reinstated with back wages.

3. The management appeared and filed written statement in the reference case. The case of the management, interalia, is that the workman was engaged on daily wages on Muster roll by SDO(D) Damoh w.e.f. from June 1986 and worked till October 1986 for 141 days. He became absent from work for more than three months. He again worked from February, 1987 to May 1987 for 98 days only. He was not appointed in regular establishment and therefore the question to serve chargesheet doesnot arise. He had not worked 240 days in any financial year and the provision of the Act, 1947 is not attracted. He had not continuously worked for 6 months and therefore the temporary status was not given to the workman. It is submitted that the workman is not entitled to any relief and the reference be answered in favour of the management.

4. On the basis of the pleadings of the parties, the following issues are settled—

I. Whether the action of the management in terminating the services of the workman w.e.f. 30-10-95 is justified?

II. Whether the action of the management in not regularizing Shri Nawab Khan, daily wages mazdoor in service is legal and justified?

III. To what relief the workman is entitled?

5. Issue No. I

The workman Shri Nawab Khan is examined in the case. He has stated that he was appointed on 16-9-85 by the SDO(T), Damoh and worked till 31-12-85. Again he was engaged on 18-1-86 till 31-1-87 and lastly from 1-4-87 to 30-10-95. He has stated in cross-examination that no vacancy was published. He had not received any appointment letter nor his name was forwarded by the Employment Exchange. He was orally taken into the service. This clearly shows that he was not appointed by regular process of appointment. The prayer of the pleading of the workman in the statement of claim and the reference order further show that the workman was engaged on daily wages basis. This further shows that the workman has not come with a fair case. He has further stated in his evidence in cross-examination that it is wrong at para-2 in his evidence that he was employed from 18-1-86 to 31-1-87 under SDO(T) Damoh. He has filed paper no. 6/8 which shows that he worked from 20-2-86 to 18-1-87 for 124 days under SSE Signal (M) W.C.Railway Damoh as casual labour. There is no other document to show that he worked till 1995. Paper No. 6/8 appears to have been obtained in 2005. Thus it is clear that he had not worked after 1987. It is evident that he had worked only 124 days and therefore he shall not be deemed to be in continuous service for a period of one year during a period of twelve calendar months preceding the date of termination under the provision of Section 25 B of the Act, 1947. This is clear that his continuous services was less than a year and therefore there is no violation of the provision of Section 25 F of the Act, 1947.

6. On the other hand, the management witness Shri Ram Ganesh Gohe has stated that the workman was engaged as casual labour for a specific work and for a specific period. He had not completed 240 days in any calendar year. He was engaged in June 1986 upto October 1986 by SDO(T) Damoh. Thereafter he became absent for three months. He was engaged on daily wages by the SDO(T) Sagar from February 1987 upto May 1987. His evidence also shows that the workman had not worked 240 days preceding the date with reference. Thus it is clear that there is no violation of the provision of the Act, 1947 and the termination of the workman is justified. This issue is decided against the workman and in favour of the management.

7. Issue No. II

On the basis of the discussion made above, it is clear that the workman was on daily wages and was not appointed in accordance with recruitment rules. It is also clear that his termination by the management appears to be justified as he had not worked continuously and had also not worked 240 days in a calendar year specially preceding the date with reference. Moreover he is presently not in the employment of the management. Thus it is clear that he is not entitled to be regularized on any post. This issue is also decided against the workman and in favour of the management.

8. Issue No.III

It is evident that the workman is not entitled to any relief because the action of the management is justified and he was not entitled to be regularized on any of the post. The reference is, accordingly, answered.

9. In the result, the award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2012

का.आ. 1853.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जरनल मैनेजर बैकल फैक्टी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एल.सी./आर./60/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-2012 को प्राप्त हुआ था।

[सं. एल-42011/01/1995-आई आर (डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th April, 2012

S.O. 1853.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/60/96) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the General Manager, Vehicle Factory, and their workman, which was received by the Central Government on 30-4-2012.

[No. L-42011/01/1995-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/60/96

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

General Secretary,
Vehicle Factory Janta Union, Qr. No. 2491, Sector-1,
VFJ Estate,
Jabalpur (MP) Workman

Versus

General Manager,
Vehicle Factory, Jabalpur Management

AWARD

Passed on this 12th day of April, 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-42011/1/95-IR (DU) dated 23-2-96 has referred the following dispute for adjudication by this tribunal:—

> "Whether the action of the management of Vehicle Factory, Jabalpur in awarding punishment of stoppage of one annual increment for one year to the following workman vide order dated 19-4-93 is legal and justified? If not, to what relief the affected workman are entitled to?"

2. The case of the Union/workmen, in short is that on 27-3-92, many tokens of the employees working in MM Section had been misplaced from the token board. Some of the employees of the said section made request to the foreman for some remedial measures to prevent misplacement of tokens. There was no hot talk, nor filthy language was used nor any gherao or humiliation was done. The foreman admitted the misplacement and assured for taking steps but subsequently the foreman made a false complaint to the General Manager behind the back of the employees. The General Manager issues a memorandum of charges under the provision of Rule 16 of CCS (CC & A) Rules 1965. The workmen gave reply and denying the allegation of charges levelled against them and also demanded a court of enquiry. The workmen were active members of the Union. The management was looking opportunity to victimize them. After considering the reply, the management imposed the punishment without conducting a departmental enquiry in violation of the principles of natural justice. The management is said to have arbitrarily imposed the punishment whereby withhold increment vide order dated 19-4-93. The workmen preferred appeal against the order of punishment before the Chairman, Ordnance Factory Board, Calcutta but the same was rejected. It is submitted that the action of the management in imposing the punishment of withholding increment is illegal and bad in law and is fit to be set aside.

3. The management appeared and filed written statement to contest the reference. The case of the management, interalia, is that the section of token board of the workmen was closed at 7.50 AM on 27-3-92. The workmen alongwith mob came late after 7.50 AM and demanded that the token board should be kept open so that their attendance can be marked late and also used abusive language to the superior. Accordingly chargesheet was issued to them under Rule 16 of CCS(CC & A) Rules 1965. The workmen filed representation before the Disciplinary Authority. After due considering and circumstances of the occurrence, the Disciplinary Authority did not find the reply sufficient and decided to impose minor punishment. Accordingly the minor punishment was imposed on them by the Disciplinary Authority. It is stated that there is no illegality in imposing the punishment and there is no violation of the principles of natural justice. It is submitted that the reference be answered in favour of the management.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication-

I. Whether the action of the management in awarding punishment of stoppage of one annual increment for one year to the workmen is legal and justified?

II. To what relief the workmen is entitled?

5. Issue No. I

The Union/workmen has not adduced any evidence in the case. This shows that the Union has completely failed to prove his case.

6. On the other hand, the management has adduced oral and documentary evidence in the case. The management witness Shri Anuj Kishore Prasad is Joint General Manager, VFJ, Jabalpur. He has supported the case of the management. He has stated that the workmen alongwith a mob of employee came at late hours in the factory and demanded that the token board should be kept open. Thereafter they gheroed the officials and abused with filthy languages. He has stated that they were chargesheeted and after receiving their reply, it was found not satisfactory and minor punishment was imposed under Rule 16 of CCS (CC & A) Rules, 1965. He has been cross-

examined but there is nothing in his evidence to disbelieve the evidence of the witness.

7. The management has filed the copy of the complaint which was made by the foreman and is Paper No. D/1. The said complaint clearly shows that the workmen committed misconduct unbecoming of a Government Servant. The management has also filed memorandum of charges which were served on the workmen. The charges are admitted in the pleading of the Union/workmen to have been served on the workmen. The management has also filed order dated 19-4-1993 of the punishment awarded separately to the workmen. The order of punishment runs as follows—

> "Withholding of one increment, when next due, for a period of one year without cumulative effect."

Thus it is clear that it is a minor punishment and there is no illegality in passing minor punishment when it is established that the workmen had committed misconduct unbecoming of a Government servant. This issue is decided against the Union/workmen and in favour of the management.

8. Issue No. II

Considering the discussion made above, I do not find any reason to interfere in the order of punishment awarded by the management to the workmen. Thus the workmen are not entitled to any relief. Accordingly the reference is answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2012

का.आ. 1854.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिवीजनल इन्जीनियर, टेलीकाम प्रोजक्ट, रायपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एल.सी./आर./17/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-2012 को प्राप्त हुआ था।

[सं. एल-40012/49/1998-आई.आर. (डी.यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th April, 2012

S.O. 1854.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref . No. CGIT/LC/R/17/99) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the Divisional Engineer, Telecom Project, Raipur and their workman, which was received by the Central Government on 30-4-2012.

[No. L-40012/49/1998-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/17/99

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri Bihari Gada,
S/o Shri Raghu Gada, Vill. Ghatiachal,
PO Signora,
Tehsil Saraipala, Raipur ...Workman

Versus

The Divisional Engineer,
Telecom Project,
7, Sahkari Marg-II,
Choubey Colony, Raipur
...Management

AWARD

Passed on this 10th day of April, 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-40012/49/98-IR(DU) dt. 30-11-98 has referred the following dispute for adjudication by this tribunal :—

> "Whether the action of the management of Divisional Engineer, Telecom Project, Raipur (MP) in terminating the services of Shri Bihari Gada, S/o Shri Raghu Gada Ex-Mazdoor is legal and justified? If not, to what relief the workman is entitled?"

2. The case of the workman, in short is that the workman Shri Bihari Gada was appointed as Labourer against permanent post in 1986 and was discontinued on 16-2-88. The workman raised Industrial Dispute and then a settlement was arrived on 27-12-89 between the parties and he was reinstated by the management without back wages. Again he was discontinued from services on 1-1-91 on the reason that there was no work. It is stated that he was continuously engaged more than 240 days in every year. He was not served with one month notice nor any retrenchment compensation was paid. It is stated that the mandatory provision of Section 25-F of the Industrial Dispute Act, 1947 (in short the Act 1947) is violated. Similarly situated workmen who were junior to him, filed O.A. No. 196/1990 before the Hon'ble CAT, Jabalpur and the Hon'ble Tribunal set aside the termination order and directed to accommodate them against vacancies available.

It is submitted that on the above grounds, the workman be reinstated with back wages.

3. The management appeared in the case and filed written statement. The case of the management, inter alia, is that the workman was engaged on muster roll as daily wages worker. He was engaged by the erstwhile DE co-axial cable project, Raipur which was closed on 31-3-1991. The dispute raised by the workman after 12 years and the retention period of muster roll is five years. It is difficult to say that as to when he was engaged and discontinued. He was on casual basis and therefore the question of notice or one month pay does not arise. He was discontinued from service under the specific policy of the Govt. of India, Deptt. of Telecommunication. He was not appointed on basis of the order of the Hon'ble CAT. It is submitted that the reference be decided in favour of the management.

4. The following issues are framed for adjudication—

I. Whether the action of the management in terminating the services of Shri Bihari Gada is legal and justified?

II. To what relief the workman is entitled?

5. The management appeared in the case and filed Written Statement. Subsequently the management became absent. A fresh notice was also sent by registered post. Even then the management did not turn up and the then Tribunal proceeded the reference exparte against the management on 3-4-2006.

6. Issue No. I

Now the question is as to whether the workman is able to prove his case. The workman Shri Bihari Gada has stated in his evidence that he was appointed as mazdoor by the management in 1986 but no appointment letter was issued. This shows that he was not appointed against any post rather he was appointed purely on temporary basis. He has further stated that he worked continuously till 16-2-1998 and worked 240 days. His evidence shows that there is a document in his possession but the same is not filed to know the period of his engagement. When there is document in his possession, the oral evidence is not fit to be relied. The pleading of the workman shows that he had alleged to have worked till 31-12-1990 and was terminated on 1-1-91 but there is no evidence that he was terminated on 1-1-91 either oral or documentary. This shows that the workman had not worked a continuous service for a period of one year during the period of twelve calendar months precedirig the date with reference as has been provided under Section 25 B of the Act, 1947. Since he is not in continuous service for a period of one year, the provision of Section 25-F of the Act, 1947 is also not violated. Thus it is obvious that the action of the management is justified. This issue is decided in favour of the management and against the workman.

7. Issue No. II

On the basis of the discussion made above, it is clear that the workman is not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 2 मई, 2012

का.आ. 1855.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू. डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 48/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2012 को प्राप्त हुआ था।

[सं. एल-42012/226/2003-आई.आर. (सी एम-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd May, 2012

S.O. 1855.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 48/2011) of the Central Government Indus. Tribunal-cum-Labour Court No 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of Central Public Works Department, Central Public Works Department, and their workmen, received by the Central Government on 2-5-2012..

[No. - L-42012/226/2003 - IR(CM-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I. D. No. 48/2011

Shri Amar Rai S/o Sh. Mukh Dev Rai,
C/o the President,
All India CPWD (MRM),
Karamchari Sangathan (Regd.),
No. 4823, Gali No.13
Balbir Nagar Extension,
Shahdara, New Delhi-110032.

...Workman

Versus

1. The Director General (Works)
   Central Public Works Department,
   Nirman Bhawan, New Delhi-110 001.
2. The Executive Engineer,
   S. P. Marg Project,
   CPWD, 35, S .P. Marg,
   New Delhi.

. . .Management

AWARD

Central Public Works Department (hereinafter referred to as the management) engaged Shri Amar Rai as a muster roll 'Belder' on 20-8-1986. Thereafter he continuously served the management till December 31, 2000, the date when his services were discontinued. Aggrieved by the said order, he raised a demand of re-instatement of his services, which was not conceded to. He raised an industrial dispute before the Conciliation Officer, but conciliation proceedings ended in failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to Central Government Industrial Tribunal-II, New Delhi, vide order No.L-42012/226/2003-IR (CM-II), New Delhi dated 3-11-2004, with following terms :—

> "Whether action of the Management of Central Public Works Department, New Delhi in terminating the service of Shri Amar Rai son of Shri Mukh Dev Rai, Ex-Beldar with effect from 31-12-2000 is legal and justified? if not, to what relief is the workman entitled and from which date".

2. Claim statement was filed by Shri Amar Rai pleading therein that he was working with the Management as muster roll Beldar with effect from 20-8-1986. He worked at Gole Market, DIZ area, Construction Division IV of the management, from where he was transferred to S.P. Mukherjee Marg project in 1993. He was not appointed against any project. He was entitled for regularization of his service since 8-2-1987. When his services were not regularized, he approached Central Administrative Tribunal (in short the CAT) for regularization of his services. When his application was pending before the CAT, his services were dispensed with vide order dated 31-12-2008. Though his services were terminated yet juniors to him were retained in service. Act of terminating his services is violative of statutory provision, such as 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947.

3. After termination of his service, his application was disposed of by the CAT with direction to the management to regularize his service. Pursuant to the direction so issued, his interview was conducted on 6-12-2001. However, his services were neither reinstated nor regularized. He projects that he was entitled to be given temporary status. He claims that his services may be reinstated with full back wages with consequential reliefs, besides regularization.

4. The management made a demurral of the claim pleading that the claimant was engaged purely on temporary basis in a project. Whenever a new project starts, the management needs extra hands who are engaged on temporary basis. On start of a new project, casual labour engaged in an earlier project is given preference in the new project. Engagement of the claimant came to an end when S.P. Marg project was near to the completion. Notice dated 1-12-2000 as served and thereafter his services were dispensed with on 31-12-2000. Due compliance of the provisions of the Industrial Disputes Act, 1947 were made.

5. Regular employees in labour category are also engaged on permanent basis, pleads the management. For such an engagement vacancies are notified to public at large or names are called from the Employment Exchange. After following due process of appointment, the incumbent is appointed on probation. On being found successful in probation, his services are confirmed. The claimant was not engaged through process of selection, referred above. The management asserts that on that account no relationship of employer and employee were created between the parties.

6. When the CAT passed order on 18-5-2001, on an application moved by the claimant, steps for regularization of his service were taken. Since the claimant was not found fit, his case was rejected vide office order dated 20-8-2002. Claimant was informed in that regard. Since the claimant was employed in a project, he became surplus when the project was near completion, hence his services were dispensed with. The claimant is not entitled to relief of re-instatement as claimed by him.

7. In rejoinder the claimant reiterates facts pleaded by him in his claim statement.

8. To substantiate his claim, the claimant filed his affidavit dated 29-5-2007, as evidence. He was cross-examined in detail on behalf of the management. Shri Jagdish Prasad tendered his affidavit dated 6-4-2010 as evidence on behalf of the management. He was cross-examined on behalf of the claimant. No other witness was examined by either of the parties.

9. While using its powers contained in Section 33-B of the Industrial Disputes Act, 1947 (in short the Act), the appropriate Government transferred the aforesaid matter to this Tribunal vide order No. Z-22019/6/2007-I R(C-II) dated 30-3-2011 for adjudication.

10. An opportunity was given to the parties to advance arguments on the matter. Written submissions were filed on behalf of the management. It was projected on behalf of the claimant that his written submissions are already there over the record. The parties opted not to raise oral arguments. I have considered the record carefully. My findings on issues involved in the controversy are as follows :—

11. Claimant swears in his affidavit that he was appointed as Beldar on muster roll on 20-8-1986 at Gole

Market, DIZ Area Construction Division VI of the management. Certificate in respect of his first entry is Ex.WW1/1. He was appointed against a vacant post, when his name was sponsored by the Employment Exchange. Employment Exchange card is Ex.WW-1/2. Subsequently, he was transferred to S.P. Marg project of the management. Copy of transfer order is Ex. WW1/3. Copy of his service book is Ex.WW-1/4. He was regular employee and entitled for temporary status as well as regularization in the services of the management. He approached the CAT for regularization of his services. Thereafter, with malafide intention, the management dispensed with his services. Copy of summery of his record is Ex. WW1/5. His services would not have been terminated, without according him an opportunity of being heard.

12. In his affidavit Shri Jagdish Prasad, Executive Engineer, projects facsimile facts as detailed in written statement of the management. During the course of his cross-examination he does not dispute that the claimant worked with the Management for last more than 10 years and in every calendar year he rendered 240 days continuous service. However, he hastens to add that the claimant was engaged against a project, which lasted for a long duration. He could not dispute that the project continued even after discontinuation of the service of the claimant.

13. Whether relationship of employer and employee, existed between the parties? For an answer to this question, it is to be appreciated as to how a contract of service is entered into. Relationship of employer and employee is constituted by a contract express or implied between the employer and employee. A contract of service is one in which a person undertakes to serve another and to obey. Reasonable orders within the spice of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there, has in fact, been employment of the kind usually performed by the employee the employee. In such inference, however, is open to the rebuttal as by showing that relation between the parties concerned was on chargeable footing or the parties were relations or partners or were Directors of a limited company, which employ no staff. While employees, at the time, when his services were engaged, need not have known to identity of his employer, there must have been some act or contract by which parties recognize one another a master and servant.

14. In a bid to establish relationship of employer and employee the claimant presses in service his ocular testimony as well as documents Ex. WW1/1, Ex.WW-1/3, Ex.WW1/4 and Ex.WW1/5. Neither the authenticity of these documents was doubted nor contents detailed therein were dispelled, when claimant was grilled in his cross-examination by of the management. On the other hand, Shri Jagdish Prasad concedes in his testimony that the claimant rendered more than ten years continuous service with the management. Consequently, facts unfolded by Shri Amar Rai and Shri Jagdish Prasad are sufficient to conclude that the claimant was engaged as muster roll Beldar by the management. This proposition stands fortified by certificate Ex.WW1/l wherein it has been mentioned that the claimant was engaged as Beldar for the first time on 20-8-1986. Ex.WW1/3 highlights that on 28-2-1994 the claimant was transferred to IB Zone, 35, Sardar Patel Marg, New Delhi. This document spells that claimant was serving with the management as muster roll Beldar since 20-8-1986. Photo copy of service book which is Ex.WW1/4 makes it clear that temporary status was granted to the claimant vide order No.10(3)/J-E(c)/IBP/94-95/110 dated 14-2-1995. It has been detailed in certificate dated 13-8-2001 that in the year 1986 the claimant served for 117 days. In 1987 he worked for 286 days, in 1988 he worked for 290 days, in 1989 he worked for 312 days, in 1990 he worked for 296 days, in 1991 he rendered 298 days service, in 1992 his continuous service was for 213 days, in 1993 he attended duties for 310 days and in 1994 he attended his office for 365 days. It has further been projected therein that in 1995 the claimant worked for 299 days, in 1996 he attended duties for 301 days, in 1998 he rendered continuous service for 290 days, in 1999 his attendance was for 303 days and in the year 2000 service for 315 days was rendered by him. When the claimant was engaged as muster roll Beldar, on whom temporary status was accorded, it does not lie in the mouth of the management that there was no relationship of employer and employee between the parties. The claimant could establish through cogent evidence that he was an employee of the management.

15. As projected by the parties, services of the claimant were dispensed with on 31-12-2000. Shri Jagdish Prasad unfolds in his affidavit Ex. MW1/A that the claimant was transferred to S.P. Marg project and from there his services were dispensed with, vide office memorandum dated 1-12-2000. Service of one month notice is also not disputed by the claimant. Thus it is emerging over the record through facts unfolded by the claimant and re-affirmed by Shri Jagdish Prasad that the claimant was bidden farewell by the management on 31-12-2000.

Whether termination of services of Shri Amar Rai amounts to retrenchment? For an answer definition of the term is to be construed. Clause (oo) of section 2 of the Industrial Disputes Act, 1947 (in short the Act) defines retrenchment. For sake of convenience, the said definition is as extracted thus:

> "(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—
>
> (a) voluntary retirement of the workman; or
>
> (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman

concerned contains a stipulation in that behalf; or

(bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the services of a workman on the ground of continued ill-health".

17. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise then as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill health of the workman. Reference can be made to the precedents in Avon Services (Production Agencies) (Pvt.) Ltd. (1979 (I) LLJ) and Mahabir (1979 (II) LLJ 363).

18. Sub Clause (bb) purports to exclude from the ambit of the definition of retrenchment (i) termination of the service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned, on its expiry, or (ii) termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The first part relates to termination of service of a workman as a result of non-renewal of the contract of employment between the employer and the workman, concerned on its expiry. Thus "non-renewal of contract of employment" pre-supposes an existing contract of employment, which is not renewed. When services of an employee is terminated on account of non-renewal of contract of employment, between the employer and the workman, it does not amount to retrenchment. The second part referrs to "such contract" being terminated under a stipulation in that behalf contained therein. The cases contemplated, under this part too, would not amount to retrenchment. However this sub-clause, being in the nature of an exception to clause (oo) of section 2 of the Act, is ruled to be construed strictly when contractual agreement is used as modus operandi to frustrate claim of the employee to become regular or permanent against a job. The adjudicator has to address himself to the question whether the period of employment was stipulated in the contract of employment as a device to escape the applicability of the definition of retrenchment. See Shailendra Nath Shukla (1987 Lab. I.C. 1607), Dilip Hanumantrao Shrike (1990 Lab. I.C. 100) and Balbir Singh [1990 (1) LLJ. 443]. On review of law laid by the Apex Court and various High Courts, a Single Judge of the Madhya Pradesh High Court, in Madhya Pradesh Bank Karamchari Sangh (1996 lab. I.C. 1161) has laid following principles of interpretation and application of sub-clause (bb) of clause (oo) of section 2 of the Act :

(i) that the provisions of section 2(oo)(bb) are to be construed benevolently in favour of the workman,

(ii) that if the workman is allowed to continue in service by making periodic appointments from time to time, then it can be said that the case would not fall under section 2(oo)(bb),

(iii) that the provisions of section 2 (oo)(bb) are not to be interpreted in the manner which may stifle the main provision,

(iv) that if the workman continues in service, the non-renewal of the contract can be deemed as mala fide and it may amount to be a fraud on statute;

(v) that there would be wrong presumption of non-applicability of section 2(oo)(bb) where the work is of continuous nature and there is nothing on record that the work for which a workman has been appointed had come to an end".

19. Whether provisions of retrenchment, enacted in the Act, provide for any security of tenure? Answer lies in negative. Provisions of retrenchment provide for certain benefits to a workman in case of termination of his service, falling within the ambit of definition of retrenchment. On compliance of the requirements of Section 25F or 25N and 25G of the Act, it is open to the employer to retrench a workman.

20. Termination of service of an employee during the period of probation was held to be covered by the exception contained in sub-clause (bb) of section 2(oo) of the Act, in C.M.Venugopal [1994 (1) LLJ 597]. As per fact of the case, Regulation 14 of the Life Insurance Corporation of India (Staff) Regulation, 1962 empowered the Corporation to terminate the service of an employee within the period of probation. The employee was put on probation for a period of one year, which was extended by another year. Since he could not achieve the target to earn confirmation, his service was terminated in terms of regulation 14 as well as order of appointment. The Apex Court ruled that the case was covered by the exception contained in sub-clause (bb), hence it was not retrenchment.

21. In Morinda Co-operative Sugar Mills Ltd. (1996 Lab. I.C. 221) a sugar factory used to employ certain number of workmen during crushing season and at the end to the crushing season their employment used to cease. The Supreme Court held that despite the fact that the workmen

worked for more than 240 days in a year, cessation of their employment at the end of crushing season would not amount to retrenchment in view of the provisions of sub-clause (bb) of section 2(oo) of the Act. It was observed as follows :

"4. It would thus be clear that the respondents were not working throughout the season. They worked during crushing seasons only. The respondents were taken into work for the season and consequent to closure of the season, they ceased to work.

5. The question is whether such a cessation would amount to retrenchment. Since it is only a seasonal work, the respondents cannot be said to have been retrenched in view of what is stated in sub-clause (bb) of section 2(oo) of the Act. Under these circumstances, we are of the opinion that the view taken by the Labour Court and the High Court is illegal. However, the appellant is directed to maintain a register for all workmen engaged during the seasons enumerated herein before and when the new season starts the appellant should make a publication in neighbouring places in which the respondents normally live and if they would report for duty, the appellant would engage them in accordance with seniority and exigency of work".

22. Above legal position was reiterated by the Apex Court in Anil Bapuro Kanase [1997 (10) S.C.C. 599] wherein it was noted as follows :

"3. The learned counsel for the appellant contends that the judgment of the High Court of Bombay relied on in the impugned order dated 28-3-1995 in Writ Petition No. 488 of 1994 is perhaps not applicable. Since the appellant has worked for more than 180 days, he is to be treated as retrenched employee and if the procedure contemplated under Section 25-F of the Industrial Disputes Act, 1947 is applied, his retrenchment is illegal. We find no force in this contention. In Morinda Coop. Sugar Mills Ltd. v. Ram Kishan in para 3, this Court has dealt with engagement of the seasonal workman in sugarcane crushing, in para 4, it is stated that it was not a case of retrenchment of the workman, but of closure of the factory after the crushing season was over. Accordingly, in para 5, it was held that it is not 'retrenchment' within the meaning of Section 2(oo) of the Act. As a consequence the appellant is not entitled to retrenchment as per sub-clause (bb) of Section 2(oo) of the Act. Since the present work is seasonal business, the principles of the Act have no application. However, this Court has directed that the respondent management should maintain a register and engage the workmen when the season starts in the succeeding years in the order of seniority. Until all the employees whose names appear in the list are engaged in addition to the employees who are already working, the management should not go in for fresh engagement of new workmen. It would be incumbent upon the respondent management to adopt such procedure as is enumerated above".

23. In Harmohinder Singh [2001 (5) S.C.C. 540] an employee was appointed as a salesman by kharga canteen on 1-6-74 and subsequently as a cashier on 9-8-75. The letter of appointment and Standing Orders, inter alia, provided that his service could be terminated by one month's notice by either party. He was served with a notice to the effect that his service would be relinquished with effect from 30-6-1989. Relying precedent in Uptron India Ltd. [1998 (6) S.C.C. 538] the Apex Court ruled that contract of service for a fixed term are excluded from the ambit of retrenchment. Decision in Balbir Singh (supra) was held to be erroneous. It was also ruled that principles of natural justice are not applicable where termination takes place on expiry of contract of service.

24. In Batala Coop. Sugar Mills Ltd. [2005 (8) S.C.C. 481] an employee was engaged on casual basis on daily wages for specific work and for a specific period. He was engaged on 1-4-1986 and worked upto 12-2-94. The Labour Court concluded that termination of his services was violative of provisions of Section 25-F of the Act, hence ordered for his reinstatement with 50% back wages. Relying precedents in Morinda Coop. Sugar Mills (supra) and Anil Bapurao Kanase (supra) the Apex Court ruled that since his engagement was for a specific period and specific work, relief granted to him by the Labour Court cannot be maintained.

25. The Apex Court dealt with such a situation again in Darbara Singh (2006 LLR 68) wherein an employee was appointed by the Punjab State Electricity Board as peon on daily wage basis from 8-1-88 to 29-2-88. His services were extend from time to time and finally dispensed with in June 1989. The Supreme Court ruled that engagement of Darbara Singh was for a specific period and conditional. His termination did not amount to retrenchment. His case was found to be covered under exception contained in sub-clause (bb) of Section 2(oo) of the Act. In Kishore Chand Samal (2006 LLR 65), same view was maintained by the Apex Court. It was ruled therein that the precedent in S.M. Nilajkar [2003 (II) LLJ 359] has no application to the controversy since it was ruled therein that mere mention about the engagement being temporary whhout indication of any period attracts section 25 F of the Act if it is proved that the concerned workman had worked continuously for more than 240 days. Case of Darbara Singh and Kishan Chand Samal were found to be relating to fixed term of appointment.

26. In BSES Yamuna Power Ltd. (2006 LLR 1144) Rakesh Kumar was appointed as Copyist on 29-9-89, initially for a period of three months as a daily wager. His term of appointment was extended up to 20-9-90. No further extension was given and his services were dispensed with

on 20-9-90. On consideration of facts and law High Court of Delhi has observed thus :

> "In the present case, the respondent was appointed as a copyist for totaling the accounts of ledger for the year 1986-87 and then for 1987-88. His initial appointment was for the period of three months. It was extended from time to time and no extension was given after 20th September, 1990. He was appointed without any regular process of appointment, purely casual and on temporary basis for specific work of totaling of ledger. When this work was over, no extension was given. I consider that appointment as that of the respondent is squarely covered under section 2(oo)(bb) of the Act. Giving of non-extension did not amount to termination of service, it was not a case of retrenchment".

27. Precedents, handed down by Allahabad High Court in Shailendra Nath Shukla (supra), Bombay High Court in Dilip Hanumantrao Shirke (supra), Punjab & Haryana High Court in Balbir Singh (supra) and Madhya Pradesh High Court in Madhya Pradesh Bank Karamchari Sangh (supra) castrate sub-clause (bb) of Section 2(oo) of the Act. Ratio decidendi in these precedents abrogates statutory provisions of sub-clause (bb) of Section 2 (oo) of the Act without even discussing the legality or constitutional validity of the clause. On the other hand the Apex Court in C.M.Venugopal (supra), Morinda Co-operative Sugar Mills Ltd. (supra), Anil Bapurao Kanase (supra), Harmohinder Singh (supra), Batala Coop. Sugar Mills Ltd. (supra), Darbara Singh (supra) and Kishore Chand Samal (supra) and High Court of Delhi in BSES Yamuna Power Ltd. (supra) spoke that case of an employee, appointed for a specific period which was extended from time to time, would be covered by the exception contained in sub-clause (bb) of Section 2(oo) of the Act, in case his services are dispensed with as a result of non-renewal of the contract of employment between him and his employer, on its expiry or termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The law, so laid, holds the water and would be applied to the case of the claimant.

28. At the cost of repetition, it is said that the claimant was not appointed against S.P. Marg project for specified period. No evidence has come over the record that services of the claimant came to an end as a result of non renewal of the contract of employment on its expiry or it were terminated as per stipulation contained in the contract of employment. For application of the provisions of sub-clause (bb) of clause (oo) of Section 2 of the Act, the management is under an obligation to show that the engagement of the claimant was not for casual works on daily wages. Non renewal of contract of employment presupposes an existing contract of employment which is not renewed. Even in respect of a daily wager a contract of employment may exist, such contract being from day to day. The position, however, would be different since such contract is in reality, camouflage for a more sustaining nature of arrangement, but the mode of daily wager is adopted so as to avoid rigors of the Act. Therefore, it is concluded that sub-clause (bb) of clause (oo) of Section 2 of the Act does not contemplate to cover contract such as of a daily wager and is rather intended to cover more general clause of contracts where a regular contract of employment is entered into and the termination of service is because of non renewal of the contract. Therefore, sub-clause (bb) of clause (oo) of Section 2 of the Act cannot be pressed into service by the management to espouse its case. In view of all these facts, it is clear that management cannot avail benefit of sub-clause (bb) of Clause (oo) of Section 2 of the Act and termination of the service of the claimant amounts to retrenchment.

29. In his testimony claimant projects that retrenchment compensation was not paid to him. Shri Jagdish Prasad speaks on the same lines in his affidavit Ex.MW-1/A. For sake of convenience paragraph 18 of his affidavit reads thus:-

> "That the services of the workman was retrenched as par office memorandum dated 1-12-2000 which itself states that the workman concerned is given one month's notice on account of retrenchment under Section 25F of the ID Act, 1947. The workman was given one months notice in writing indicating reasons for retrenchment".

30. As indicated above, Shri Jagdish Prasad simply spells that one months notice was given to the claimant. He nowhere unfolds that retrenchment compensation was paid to him. On that issue the claimant is much vocal when he swears in his affidavit that he was not given retrenchment compensation. Section 25F of the Act postulates three conditions to be fulfilled by an employer for effecting a valid retrenchment namely:- (a) one month's notice in writing indicating reasons for retrenchment or wages in lieu of such notice, (b) payment of compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months, and (c) notice to the appropriate Government in the prescribed manner. Negative language used in Section 25F of the Act imposes a mandatory duty on the employer which is a condition precedent to retrenchment of workman. Contravention of mandatory requirement of the Section would invalidate retrenchment and render it void ab initio. When these mandatory requirements are not complied with, the retrenchment of the claimant cannot be upheld. Consequently I am constrained to conclude that retrenchment of the claimant is violative of the provision of Section 25F of the Act. Reference can be made to the precedents in Auro Engineering (Pvt.) Ltd., Nasik (1992 Lab. I.C. 1364) and Ollur Regional Imitation Diamond Manufacturing Industrial Co-op. Society Ltd. [1993 (II) LLJ 174].

31. Claimant claims regularization of his services with the management. It is not his case that at the time of his engagement recruitment rules were followed. No evidence was brought over the record to show that public advertisement was given, inviting public at large to compete. In his affidavit the claimant made a bald statement to the effect that his name was sponsored by the Employment Exchange. He could not substantiate this fact by any documentary evidence. Though he tried to assert that an appointment letter was issued in his name, but this claim also proved to be wrong. He could not produce his appointment letter before the Tribunal. It is apparent that the claimant made wrong statement on above counts. He failed to establish that he was appointed as a Beldar in consonance with the recruitment rules. Therer is a complete vacuum of evidence that the claimant took test and faced interview for his selection. It has not been projected by him that at the time of his selection norms of reservation policies were followed. It has also not been shown that candidates of minor communities were also considered and appointed, when he was selected for appointment with the management. Therefore, out of the facts projected by the claimant, it nowhere comes over, the record that procedure prescribed for appointment to the post of a regular Beldar was followed.

32. A 'seasional workman' is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either for a work of temporary or casual nature or temporarily for work of a permanent nature, but a permanent workman is one who is engaged in a work of permanent nature only. The distinction between permanent workman engaged on a work of permanent nature and a temporary workman engaged on a work of permanent nature is, in fact, that a temporary workman is engaged to fill in a temporary need of extra hands of permanent jobs. Thus when a workman is engaged on a work of permanent nature which lasts throughout the year, it is expected that he would continue there permanently unless he is engaged to fill in a temporary need. In other words a workman is entitled to expect permanency of his service. Law to this effect was laid by the Apex Court in Jaswant Sugar Mills [1961 (1) LLJ 649].

33. Some casual workmen employed in a Canteen, raised demand of permanency in service. The Tribunal directed that from particular date they should be treated as probationer and appointed in permanent vacancy without going into the question as to whether more than permanent workmen were necessary to be appointed in the canteen, over and above the existing permanent strength to justify the making of the casual workman as permanent, where they were working. Neither there was any permanent vacancy in existence nor the Tribunal directed for creation of new posts. When the matter reached the Apex Court, it was announced that the Tribunal was not justified in making these directions. The workman may be made permanent only against permanent vacancies and not otherwise, announced ,the Apex Court in Hindustan Aeronautics Limited Vs. their workmen [1975 (II) LLJ 336].

34. In Uma Devi [2006(4) SCC 1] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or adhoc capacity for a fairly long spell. The Court ruled thus:

> "With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insists on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent, was not emphasized here-can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Piara Singh [1992(4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent".

35. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of article 162 of the Constitution. The Court quoted its decision in Girish Jyanti Lal Vaghela [2006 (2) SCC 482] with approval, wherein it was ruled thus.

> "The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names

registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under article 16 of the Constitution".

36. In P. Chandra Shekhara Rao and Others [2006 (7) SCC 488] the Apex Court referred Uma Devi's Case (Supra) with approval. It also relied the decision in a Uma Rani [2004 (7), SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In Somveer Singh [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized.

37. In Indian drugs Pharmaceuticals Ltd. [2007 (1) SCC 408] the Apex Court retreated the law laid down in Uma Devi's case (supra) and announced that the rules of recruitment cannot be relaxed and court cannot direct regularization of temporary employees de hors the rules nor can it direct continuation of service of a temporary employee whether with a casual, Ad-hoc or daily rated employee or payment of regular salaries to them. In Daya Nand [2008 (10) SCC 1] the Apex Court ruled that menace of illegal and back door appointment compels the court to rethink and in large number of subsequent portions the court declared to entertain the claim of Ad-hoc and temporary employees for regularization of service saying that theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It was ruled therein that claim of the claimants for regularization of their job cannot be considered.

38. Now it would be considered whether the claimant could show that he was engaged on daily wage basis in pursuance of recruitment rules applicable; to the management. He had adopted a posture of silence on this issue. On the other hand Shri Jagdish Parsad was candid enough to say that the claimant was engaged de hors the rules. It is evident that engagement of the claimant was not in pursuance of the rules of recruitment. In that situation it cannot be said that his recruitment was irregular, which can be regularized. In Uma Devi's case (Supra) Apex court dealt with appointment of casual employees on two standards (1) irregular appointment (2) illegal appointment. For irregular appointment where the appointee have rendered 10 years or more service in a duly sanctioned post the State was commanded to take one time measure to regularize there services but in case of illegal appointee the court concluded that they have no right to continue in the service. The claimant being an illegal appointee cannot claim a right to continue in service of the management. Therefore I do not find it to be a case for reinstatement of the claimant in service.

39. Services of the claimant were retrenched without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of re-instatement. Section IIA of the Act vests the industrial adjudicator with discretionary jurisdiction to give "such other relief to the workmen" in lieu of discharge or dismissal as the circumstances of the case may require, where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper.

40. The Apex Court and High Courts dealt with the issue of award of compensation in catena of decisions, when reinstatement in service was not found expedient. Those precedents may help the Tribunal in ascertaining the quantum of compensation, which may be awarded to the Claimant. In S.S.Shetty [1957 (II) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words :

> "The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future... In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award."

41. Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

42. A Divisional Bench of the Patna High Court in B. Choudhary (1983) Lab.1.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with

future prospect and obtainability of alternative employment; (iii) employee's age (iv) Length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab.I.C.1887).

43. In Assam Oil Co. Ltd. [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966 (1) LLJ 398] the amount of compensation equivalent to two year salary of the employee awarded by the industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A.K.Roy [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakaraborty [1962 (II) LLJ 483] the Count converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O. P. Bhandari [1986 (II) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K.Aggarwal (1988 Lab. I.C. 380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab. I.C. 44) the court directed payment of Rs. 75000 in view of reinstatement with back wages. In Naval Kishor (1984 (II) LLJ 473) the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. Asum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj (1985 (II) LLJ 19) a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal (1985 Lab. I.C. 1225) compensation of Rs. 2 lac by way of back wages in lieu af reinstatement was awarded. In Ras Bihari (1988 Lab.I.C.107) a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V. V. Rao (1991 Lab.I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

44. As referred above the claimant rendered 240 days continuous service for 14 consecutive calendar years. On 8-2-1987 the claimant was about 23 years of age. After rendering service with the management he reached the age of 37 years. By now he became overage and cannot get a job with any public sector undertaking or government department. His services with the management were found to be good and satisfactory. Considering all these facts and the circumstances that retrenchment compensation was not paid to him, I am of the view that a compensation of Rs. five lacs, in lieu of reinstatement in service, would meet the ends of the justice. Accordingly, the claimant is held to be entitled to compensation of a sum of Rs.five lacs from the management in lieu of his reinstatement. An award is, hereby, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 30-3-2012

नई दिल्ली, 2 मई, 2012

का.आ. 1856.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.डी.ओ., बी एस एन एल, जालेशवर, बालासुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 35/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2012 को प्राप्त हुआ था।

[सं. एल-40012/15/2011-आई आर (डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd May, 2012

S.O. 1856.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/2011) of the Central Government Indus. Tribunal-cum-Labour Court No 1, Bhubaneswar-2 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of The S.D.O. BSNL, Jaleswar, Balasore and their workman, which was received by the Central Government on 2-5-2012.

[No. L-40012/15/2011 - IR(DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri J. Srivastava,
Presiding Officer, C.G. I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 35/2011

Date of Passing Award -17th April, 2012

Between:

The S.D.O., BSNL, Jaleswar,
Balasore, Odisha. ..1st Party-Management.

(And)

Their workman Shri. Haripada Senapati,
At. Shantia, Po./Via.: Jaleswar,
Dist. Balasore. ..2nd Party-Workman.

APPEARANCES:

None. : For the 1st Party-Management.

Shri Haripada Senapati : For himself the-2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour has sent this reference to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of dispute existing between the employers in relation to the management of B.S.N.L. Jaleswar, Balasore, Orissa and their workman vide letter No. L-40012/15/2011-IR(DU), dated 4-7-2011.

2. The dispute as referred to in the schedule of the letter of reference is reproduced below:

> "Whether the action of the management of BSNL, Jaleswar in removing Shri Haripada Senapati, Contractual worker from service w.e.f. 29-11-2010 without complying Section 25-F of the J.D. Act is legal and justified? What relief the workman is entitled to"?

3. The 2nd Party-workman in pursuance of the order of reference has filed his statement of claim alleging that he had been in the service of the management from the year 2003 till the date, 29-11-2010 when he was removed as a contractual labourer. His work and perfonnance has been satisfactory as no disciplinary action was taken by the Management against him. The work undertaken by the management of BSNL has not been closed down and the co-workers are still working. He was suddenly refused employment with effect from 29.11.2010 without any prior information and without giving any retrenchment benefit. While terminating his service the statutory provisions of Section 25-F of the Industrial Disputes Act have not complied with by the Management. Hence he is entitled to reinstatement with full back wages and other service benefits. The reason behind his disengagement was that the SDO, BSNL, Jaleswar, Shri Lingaraj Padhi demanded money and sexual favour from his wife on 31-7-2010 for which case No. 240 dated 9-12-2010 was filed against him at Jaleswar Police Station under section 294/506 IPC. He was not allowed to resume his duty when he repeatedly reported for duty. Thereafter he filed complaint with the Deputy Chief Labour Commissioner (Central), Bhubaneswar with a copy to the Management, but no fruitful result came out. Hence on failure report the matter was referred to this Tribunal for adjudication.

4. The 1st Party-Management did not file any reply/ written statement despite sending notice through registered post. The Management even did not turn up to defend the case. Hence the case was ordered to proceed exparte against the 1st Party-Management.

5. The 2nd Party-workman Shri Haripada Senapati has filed his sworn affidavit in evidence and a bunch of papers.

6. On careful consideration of the evidence filed by the 2nd Party- workman his case stands proved exparte against the 1st Party-Management. It is borne out from the evidence filed that the 2nd Party- workman had been working with the 1st Party-Management since 2003 as contractual labour till 29-11-2010, when he was refused work by the 1st Party-Management, without any assigning any cause and complying with the statutory ovisions of Section 25-F of the Industrial Disputes Act ince he had been working continuously since the year 2003 till the date 29-11-2010, he has completed continuous service of more than 240 days during a period of 12 calendar months preceding the date of his disengagement and thus he is entitled to the safeguard of provisions of Section 25-F of the Industrial Disputes Act, 1947. Therefore his termination amounts to retrenchment and is found to be arbitrary, unjustified and illegal and he is entitled to be re-engaged with back wages from the date of his disengagement.

7. The 1st Party-Management is accordingly directed to reinstate the 2nd Party-workman on the post from which he was disengaged as a contract labour and pay him back wages from the date of his disengagement within a period of three months from the date of publication of this Award.

8. The reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 मई, 2012

का.आ. 1857.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डारेक्टर जनरल, आल इण्डिया रेडियो, नई दिल्ली एण्ड अदर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एन.जी.पी./124 2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2012 को प्राप्त हुआ था।

[सं. एल-42012/03/1997-आई आर (डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd May, 2012

S.O. 1857.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT NGP/124/2004) of the Central Government Indus Tribunal-cum-Labour Court Nagpur as shown in the Annexure, in

the industrial dispute between the Director General, All India Radio, New Delhi and others and their workman, which was received by the Central Government on 02-05-2012.

[No. L-42012/03/1997 - IR(DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT /NGP /124/2004

Date: 17-4-2012.

Party No. 1 : The Director General, All India Radio, Aakashwani Bhawan Parliament Street, New Delhi.

The Station Engineer, AIR, Civil Lines, Chandrapur(MS) 442402.

Versus

Party No. 2 : Shri Balwant S/o. Babanrao Kosankar, C/o. K.P. Ramteke, Babupeth ward no.3, Near Jyotiba Fule Chowk, Chandrapur.

AWARD

(Dated: 17th April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of All India Radio and their workman Shri Balwant Kosankar, for adjudication, as per letter No.L-42012/3/97-IR (DU) dated 01-01-98, with the following schedule :—

"Whether the action of the management of All India Radio, Chandrapur in terminating the services of Sh. Balwant Babanrao Kosankar, Driver, is legal & justified? If not, to what relief is the workman entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, shri Balwant Kosankar, ('the workman' in short), filed the statement of claim and the management of All India Radio ("Party No.1" in short) filed its written statement. The case of the workman as depicted from the statement, of claim is that he was working as a driver with party no.1 w.e.f. 18-05-1994 and he was being appointed from time to time by party no.1 and worked till 08-08-1995 and was being paid Rs. 800 to Rs. 900 per month, without taking any receipt from him by party no.1 and at times, the payment was being made to him in the name of another person to show gap in his service and the party no.1 was drawing his salary under the head, "Garden and car maintenance" and at times, the salary was being drawn on quotations method, but he was in continuous service with party no.1 from 18-5-1994 to 8-8-1995 and the party no.1 issued one circular on 27-7-1995, wherein, his designation was shown as casual vehicle driver and he rendered more than 240 days of service in the preceding year of his termination from service and thus, he was a protected workman as per the provision of Section 25- F of the Act and before termination of his services, party no.1 failed to comply with the mandatory provison of Sections 25-F and 25-G of the Act, hence termination of his his services is illegal and liable to be set aside.

It is also pleaded by the workman that he had filed OA No. 1416/95, before the Central Administrative Tribunal on 23-11-1995, but the same was dismissed on 11-03-1996, with a direction to approach the Industrial Tribunal and as such, he approached the RLC (Central), Nagpur and due to failure of conciliation, the Industrial Dispute was referred by the Central Government for adjudication. The workman has prayed to set aside the order of termination dated 9-8-1995 and for his reinstatement in service with continuity and full back wages.

2. The party no. 1 in its written statement has pleaded inter-alia that the workman was engaged as a casual labour purely on monthly contract basis w.e.f. 18-05-1994 and was continuously engaged upto 08-08-1995 and payment was made to the workman under the contract from time to time after obtaining receipt for the same and the receipts so obtained have been filed in his case and though the workman was engaged for the work of garden maintenance for the months of May, June, July and August, 1994, he performed the duty of motor driver for those months and the last contract with the workman was for the month of July, 1995 and there was no contract with him for the month of August, 1995, as there was no need to engage additional driver and therefore, the workman was discontinued w.e.f. 08-08-1995, due to non renewal of contract and the workman was not engaged for 240 days in a calendar year and he worked for 227 days in 1994 (from 18-5-1994 to 31-12-1994) and 220 days from 1-1-1995 to 8-8-1995 and the workman was not a protected workman and there was no necessity to comply with the Provisions of Sections 25F and 25G of the Act and the workman is not entitled to any relief.

3. Besides placing reliance on documentary evidence, the workman has examined himself as a witness in support of his claim. The evidence of the workman is on affidavit. It is necessary to mention here that as none appeared on behalf of the management to cross-examine the workman. "no cross" order was passed. Thus, the oral evidence of the workman has remained unchallenged. It is necessary to mention here that the evidence of the workman on affidavit is reiteration of the facts mentioned in the statement of claim.

4. At the time of argument, it was submitted by the learned advocate for the workman that the workman had rendered more than 240 days of work in the preceding 12 calendar months of the date of termination of his services by the party no. 1 and before such termination, as the

mandatory provisions of Section 25-F of the Act were not complied with by the party no. 1 and neither one month's notice nor one month's pay in lieu of notice nor retrenchment compensation was given to the workman, the termination of the services of the workman was illegal and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

In support of such contentions, the learned advocate for the workman has placed reliance on the decision reported in 2010 II CLR-1 SC (Anoop Sharma Vs. Executive Engineer, PHD no. 1 Panipat).

It is necessary to mention here that on 27-07-2009 and thereafter, none appeared on behalf of the management to take part in the case and neither oral evidence was adduced nor any argument was made on behalf of the party no 1.

5. It is clear from the written statement filed by the party no. 1 that the workman was engaged as a motor driver by it from 18-05-1994 to 08-08-1995 continuously. However, according to the party no.1, the engagement of the workman was purely on contract basis and the workman was disengaged from 08-08-1995, as his contract was not renewed for the month of August, 1995 and as such, the provisions of Section 25- F of the Act are not applicable to the case of the workman.

It is claimed on behalf of the workman that the provisions of Section 25-F are applicable to his case and due to non compliance of the provisions of Section 25-F, his termination is illegal.

In view of the pleadings of the parties, the first question for consideration in this case is as to whether the termination of the workman from services amounts to retrenchment from service or not.

6. Section 25-F of the Act deals with the conditions precedent to retrenchment of workman. It says that, "No workman employed in any industry" who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until

(a) the workman has been given one month's notice in writing indicating the reason for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice.

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months.

Section 2 (oo) of the Act defines retrenchment. It defines that, "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

(a) Voluntary retirement of the workman; or

(b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb)termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation on that behalf contained therein; or

(c) Termination of the service of a workman on the ground of continued ill health.

7. In this case, the workman has filed the documents such as, the copy of his application dated 18-10-1995, two copies of "enquiry for office work of casual motor driver" for the month of August, 1995, attendance register, copy of duty chart and copy of office order dated 27-7-1995, in support of his claim. As it is admitted by the party no. 1 about the engagement of the workman from 18-05-1994 to 08-08-1995 as motor driver there is no need to discuss about the attendance register, copy of duty chart and copy of office order dated 27-07-1995. The workman has filed two letters dated 21-07-2005 issued by the party no. 1, one in the name of Shri Vijay Pareddiwar and the other in the name of Shri V. M. Pathak. On perusal of the said letters, it is found that by the said letters, party no. 1 had called for quotations for a casual motor driver for the month of August, 1995. The said letters show that party no. 1 was engaging casual motor driver on contract basis for a month.

The party no. 1 has filed copies of receipts granted by the workman in token of receipt of his wages for the months of October, 1994 to December, 1994 and January, 1995 to June, 1995. In the said receipts, it has been specifically mentioned that the amount was paid to the workman as "casual labour on contract basis to motor driver." It is clear from the two letters dated 21-07-2005 filed by the workman and the nine receipts filed by party no. 1 that the workman was engaged as a motor driver on month to month contract basis and the services of the workman were terminated on 08.08.1995 as a result of non-renewal of the contract between the workman and the party no. 1 , after expiry of the contract for the month of July, 1995. So, the termination of the services of the workman cannot be termed as retrenchment as defined under Section 2(oo) of the Act. As it is held that the termination of the workman does not amount to retrenchment, the provisions of Section 25- F of the Act are not applicable to his case and the workman is not entitled to any relief. As the case of the workman is not a case of retrenchment, with respect, I am of the view that the decision cited by the learned advocate for the workman has no application to this case. Hence, it is ordered :—

ORDER

The action of the management of All India Radio, Chandrapur in terminating the services of the Balwant Babanrao Kosankar, Driver, is legal & justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 2 मई, 2012

का. आ. 1858.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार सब डिवीजनल आफिसर (फोन), अंगुल एण्ड अदर्स के प्रबंधतंत्र के संबद्ध नियाजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर-2 के पंचाट (संदर्भ संख्या 356/2001) को प्रकाशित करती है, जो केंद्रीय सरकार को 02-05-2012 को प्राप्त हुआ था ।

[सं. एल-40012/03/2000-आई आर (डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd May, 2012

S.O. 1858.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. 356/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar-2 as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of The Sub-Divisonal Officer (Phones), Angul and others and their workman, which was received by the Central Government on 02-05-2012.

[No. L-40012/03/2000-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present : Shri J. Srivastava,
Presiding Officer, C.G.I.T-cum-Labour Court, Bhubaneswar.

Tr. Industrial Dispute Case No. 356/2001

Date of Passing Award 27th March, 2012

Between :

1. The Sub-Divisional Officer (Phones), Telecom Deptt. Angul.
2. The Telecom Distt. Manager, Telecom Department, Dhenkanal.
3. The CGM (T), Telecom Department, Orissa Circle, Bhubaneswar, Orissa-751 001.

...1st Party-Managements.

And

Their workman represented through the President, Orissa Door Sanchar Asthai Mazdoor Sangh (BMS),
Sector-A, 219, Mancheswar Industrial Estate, Bhubaneswar-751 001.

...2nd Party-Union.

APPEARANCES :

M/s. S. K. Pattnaik & Associates, Advocate ...For the 1st Party-Management.

M/s. B.C. Bastia & Associates, Advocate ...For the 2nd Party-Union

AWARD

The Government of India in the Ministry of Labour has sent this reference to this Tribunal under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-40012/3/2000-/IR (DU) dated 30-5-2000 for adjudicating an industrial dispute existing between the management of Sub-Divisional Officer (Phones), Telecome Department and their workman.

2. The dispute as mentioned in the Schedule of the letter of reference is reproduced below :—

> "Whether the action of the SDO(T), Angul by terminating the services of the disputant Sh. N.K. Samal & not paying differential wages as per DOT guideline, is legal and justified? If not, to what relief the disputant workman is entitled"?

3. The disputant workman Shri Nikunja Samal has filed his statement of claim in which he has stated that he was engaged as a temporary telegraph messenger in the District Telegraph Office, Angul from the date of its opening on 1-5-1995. He was serving the department till termination on 12-8-1999. He was getting Rs. 20/- for 12 hours' work which was much less than the minimum wages fixed by the Central Government. He and his co-workers lodged complaints to Telecom Manager (TM), In-charge, Angul on 16-9-1998, copy of which was given to the Telecom District Manager, Dhenkanal and S.D.O. (Phones) Angul, but nothing was done. At last he filed a labour dispute before the Assistant Labour Commissioner (Central), Bhubaneswar on 8-9-1999 and consequently out of malice and grudge he was discharged by the 1st Party-Management from duty. Before the Labour Commissioner negotiations took place but ended in failure and so the matter was referred to the Government. The disputant workman had worked for nearly five years under the 1st Party-Management and he was discharged illegally against the principles of natural justice. All the papers relating to his job and service are with the 1st Party-Management. His prayer is that he may be re-engaged in the D.T.O. Angul, and his services may be regularized in the Telegraph Department and he be paid all the back wages at minimum rates of wages fixed by the Central Government.

4. The 1st Party-Management in its written statement has replied that the disputant was intermittently engaged as a telegraph messenger in the Departmental Telegraph Office, Angul from 1-5-1995 to 12-8-1999. The Departmental Telegraph Office at Angul was opened on 1-5-1995. Its work was to receive the telegrams and for transmission to different places and to deliver the telegrams to the

addressees through the telegraph-man. Immediate arrangements could not be made to appoint telegraph-man in the D.T.O. at Angul either by way of regular appointment or by way of transfer from other stations. Therefore, in order to meet the exigencies the then S.D.O. (Telegraphs) engaged some persons including the disputant workman for distributing the telegrams on payment of amount to which the disputant and others agreed to. The disputant workman was never engaged continuously for more than 240 days in a calendar year. Therefore, he does not come within the meaning of the "workman" and at his instance the reference made by the Central Government is not maintainable. Later considering the need of the D.T.O., T.D.M., Dhenkanal posted five regular staff from other units of the Division to work as Telegraph-man as they were found surplus in the said Units. After posting of the regular Telegraph-man there was no necessity for engagement of the petitioner. As such he was not engaged for delivery of telegrams after 12-8-1999. Therefore, the question of illegal discharge of the petitioner by Telecom Department does not arise. It is not correct to say that the disputant workman was working for 12 hours a day by getting Rs. 20. The disputant was given whatever amount he agreed to. He was never engaged for 12 hours in a day. It is wrong to say that due to filing of the labour case he was discharged from work. The disputant workman has claimed for reinstatement in the post of Telegraph Messenger, but in view of the ban order dated 30-3-1985 the question of regularization of the petitioner is not tenable as there are other temporary status mazdoors prior to 30-3-1985 for regularization. The disputant workman was never engaged as a Telegraph-man in accordance with the recruitment rules. Presently there is no scope for reinstatement as no work is available in the office. He has received all the dues from the Managment for the days he had worked. So he is not entitled to get any back wages. The provisions of minimum wages are not applicable to the disputant. He has worked for limited period and for that he has received the amount agreed by him. Therefore, the question of violation of the provisions of Minimum Wages Act does not arise.

5. On the pleadings of the parties following issues were framed :

ISSUES

1. Whether the reference is maintainble ?
2. Whether the action of the S.D.O. by Angul, by terminating the services of the disputant Shri N.K. Samal and not paying differential wages as per DOT guidelines is legal and justified?
3. If not, to what relief the disputant is entitled ?

6. The disputant workman Shri Nikunja Samal has examined himself as W.W.-1 and proved certain documents marked as Ext.-1 and 2 and Ext.2/1 to Ext.-2/62.

7. The 1st party-Management has examined Shri Chakradhar Behera on affidavit as M.W.-1 with opportunity to cross examine by the disputant workman and exhibited two documents marked as Ext.-A and Ext.-B.

FINDINGS

Issue No. 1

8. The burden to prove this issue lies upon the 1st Party-Management, who has challenged the maintainability of the reference on the ground that the petitioner has never worked for more than 240 days in a calendar year. Therefore, he does not come within the meaning of the "workman" and the reference made by the Central Government at his instance is not maintainable. But in Para-3 of the written statement itself it has been admitted by the 1st Party-Management that the disputant workman was engaged with some other persons for distributing telegrams and after posting of regular staff no work was allotted to them after 12-8-1999. The disputant workman has clearly stated in his evidence that he was engaged on 12-5-1995 as a temporary messenger to distribute dak on a monthly wage of Rs. 600. He used to continue as such from year to year, but from 12-8-1999 he was refused employment. He has also filed certificate Ext.-1 granted by the Telegraph Master in-charge, Angul in which it has been certified that Shri Nikunja Samal i.e. the disputant had worked continuously in the office of the S.D.O. (Telephones), Angul as a daily rated mazdoor with effect from 1-5-1995 to 15-8-1999. He has also filed 63 number of messenger delivery receipts of different dates marked as Ext.-2, 2/1 to 2/62 in proof for rendering continuous service. Therefore it cannot be said that the disputant had not worked continuously for 240 days in a year under the 1st Party-Management and he does not come with the definition of "workman". The reference is well within the jurisdiction of this Tribunal and is maintainable. Issue No. 1 is decided accordingly in favour of the disputant workman.

Issue No. 2

9. It is an admitted fact that the disputant workman was engaged as a temporary messenger on the very day of the opening of the Departmental Telegraph Office at Angul on 1-5-1995 and he worked there till 12-8-1999. This fact is also proved by the certificate Ext.-1 granted by the Telegraph Master-in-charge, Telegraph Office, Angul and also by message delivery receipts Ext.-2, 2/1 to 2/62 filed by the disputant workman. The denial of the 1st Party-Management that the disputant workman has not continuously worked under the 1st Party-Management from 1-5-1995 to 12-8-1999 is disproved by the above documentary evidence. It has not filed any documentary evidence in support of its contention and to controvert the allegations of the disputant workman which stands proved by his oral as well as documentary evidence and also by implicit pleadings in the written statement. There may be a ban order as alleged by the 1st Party-Management regarding fresh recruitment, but when the

engagement of the disputant workman and some other temporary messengers was made despite this ban order, the legal consequences ensured in favour of the disputant workman by such engagement cannot be over-looked or denied. The disputant had undoubtedly served for nearly five years the 1st Party-Management continuously and he was disengaged without any notice or compliance of Section 25-F of the Industrial Disputes Act, 1947. His discontinuance from job amounts to retrenchment as defined under Clause (oo) of Section 2 of the aforesaid Act. Hence before disengagement the 1st Party-Management was obliged to follow the provisions of Section 25-F of the Industrial Disputes Act. It cannot be gain-said that the disputant workman has worked continuously for 240 days during the period of 12 calendar months preceding the date of his disengagement by any stretch of imagination on the face of the documentary evidence adduced by the disputant workman. Therefore, his disengagement was illegal and unjustified.

10. As regards the claim of the disputant workman with regard to payment of differential wages as per DOT guideline it cannot be sustained as the disputant workman was engaged on an agreed amount to be paid as wages. He was a daily rated workman and if any minimum wages are prescribed for the job he rendered under the 1st Party-Management he might have approached the competent authority under the Minimum Wages Act. Hence the action of the S.D.O. (T), Angul by terminating the services of the disputant workman Shri Nikunja Kumar Samal cannot be sustained but his action in not paying the differential wages as per DOT guideline was justified and well within his rights. This issue is accordingly decided party in favour of the workman and partly in favour of the 1st Party-Management.

Issue No. 3

11. Since the services of the disputant worman were discontinued in contravention of the provisions of Section 25-F of the Industrial Disputes Act without giving him one month's prior notice or wages in lieu thereof and compensation as per law, he should have been entitled to be reinstated in service, but his services were temporary and already a period of more than 12 years has expired since then it will not be just and proper to direct the 1st Party-Management to take him back in service. But surely he is entitled to compensation. It is therefore, directed that the disputant workman shall be given one month's wages in lieu of notice and compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months and also a compensation of Rs. 45,000 in lieu of reinstatement in service.

12. The order shall be complied with by the 1st Party-Management within a period of three months from the date of publication of Award.

13. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 3 मई, 2012

का.आ. 1859.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियाजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 54/03) को प्रकाशित करती है, जो केंद्रीय सरकार को 03-05-2012 को प्राप्त हुआ था।

[सं. एल-41012/89/1999-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, 3rd May, 2012

S.O. 1859.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/03) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 03-05-2012.

[No. L-41012/89/1999-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/54/03

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri Chaitu,
S/o Shri Dulare,
R/o Old Loco,
Near Bajrang Akhara,
Post & Distt. Damoh (MP) ...Workman

Versus

The Divisional Railway Manager,
Central Railway,
Jabalpur ...Management

AWARD

Passed on this 17th day of April, 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-41012/89/1999-IR (B-I) dated 20-3-2003 has referred the following dispute for adjudication by this tribunal :—

> "Whether the action of the management of Central Railway, Jabalpur in terminating the services of Shri Chaitu S/o Shri Dulare is justified ? If not, what relief the said applicant is entitled to?"

2. The case of the workman, in short, is that the workman Chaitu was working from 16-3-80 to 25-12-84 and then upto 22-4-87 as a Khalasi at Locoshed Damoh Central Railway. He was terminated on 23-4-87 without any notice

and without payment of retrenchment compensation. He raised dispute before the Assistant Labour Commissioner (Central), Jabalpur who sent failure report to the Ministry but the Ministry rejected the case of the workman. Thereafter the Hon'ble High Court at Jabalpur vide order dated 9-9-02 directed the Labour Ministry to refer the case of the workman to the Tribunal for adjudication. It is further stated that on the basis of old service card, the management had reinstated him on 23-7-2003 ignoring the back wages and seniority from back date. It is submitted that the management be directed to treat qualifying service of broken period and grant back wages with cost of the suit.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, inter-alia, is that the workman was engaged as a casual labour as and when required. As per statutory rules of IREM Vol.-II Para 2004 , no notice is required for termination of service of casual labour. The service will be deemed to have been terminated when he became absent or on the close of the day. The workman had not completed continuous service for a period of 120 days and therefore, the question of regularization does not arise. In view of the instruction of the Railway Board for absorption of Ex-casual labour, his case was reviewed and he was found for engagement as per the prescribed norms. He is not entitled to any back wages nor any kind of seniority. It is submitted that the reference be answered in favour of the management.

4. On the basis of the pleadings of the parties and reference, the following issues are for adjudication—

I. Whether the action of the management in terminating the service of the workman is justified?

II. To what relief the workman is entitled?

5. The workman after appearing in the reference case filed statement of claim and photocopies of documents. Thereafter inspite of sufficient opportunity given to the workman, evidence was not filed and lastly became absent. Thus the reference case proceeded ex-parte against the workman on 10-8-2011.

6. Issue No. I.—The management has examined one witness namely Shri D.K.Choudhry who is Office Superintendent, P.W. I, Damoh. The management has also relied the documents filed by the workman which are marked as Exhibit W/1 and W /2.

7. The management witness has stated in his evidence that the workman was engaged as casual labour as and when needed. He has stated that as he was a casual labour then as per para 2004 of IREM the question of notice and retrenchment compensation does not arise. He has further stated that he had worked from 1-5-87 to 22-5-87 for 22 days and therefore his averments are misleading. He has also stated that he has already been regularized and appointed on the post of Gangman vide order No. 38/2003 dated 23-7-2003. Thus his evidence shows that his services are not said to be in continuous service for one year during the period of twelve calendar months preceding the date with reference under the provision of Section 25B of the Industrial Dispute Act, 1947 (in short the Act, 1947) . Thus there is no violation of Section 25-F of the Act, 1947.

8. Exhibit W/1 is the statement of work done by the workmen which is filed by the workman and is admitted by the management. The said statement shows that the workman worked from 16-3-80 to 20-10-81 intermittently and thereafter from 1-5-87 to 22-5-87 for 22 days. Thus it is clear from the statement filed by the workman that he had not worked 240 days during twelve calendar months preceding the date with termination i.e. 23-5-87 as has been provided under Section 25 B of the Act, 1947 for counting continuous period of one year. Thus the workman is not entitled to any notice or compensation under the provision of Section 25 F of the Act, 1947 . Exhibit W/2 is the appointment order dated 23-7-2003 whereby the workman was appointed as Gangman in Grade D in the scale of Rs. 2650-3540. This shows that the workman is already in employment of the management. It is clear from the evidence discussed above that the action of the management is justified. This issue is decided against the workman and in favour of the management.

9. Issue no. I. On the basis of the discussion made above, I find that the workman is not entitled to any relief. Accordingly the reference is answered.

10. In the result, the award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 4 मई, 2012

का. आ. 1860.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 45/2008) को प्रकाशित करती है, जो केंद्रीय सरकार को 04-05-2012 को प्राप्त हुआ था ।

[सं. एल-12012/34/2008-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th May, 2012

S.O. 1860.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 04-05-2012.

[No. L-12012/34/2008-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri J. Srivastava, Presiding Officer,
C.G.I.T-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 45/2008

Date of Passing Award : 20th April, 2012

Between :

The Assistant General Manager,
State Bank of India, Bhubaneswar
Main Branch, Bhubaneswar,
Dist. Khurda (Orissa).

...1st Party-Management

And

Their workman Sri Ganesh Ch. Das,
Qr. No. VR-5/1, Kharvela Nagar, Unit-3,
Bhubaneswar (Orissa).

...2nd Party-Workman

Appearances :

Shri Alok Das,
Authorized Representative ...For the 1st Party-Management.

None. ... For the 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour has referred the present dispute existing between the employers in relation to the Management of State Bank of India and their workman under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act vide their Letter No. L-12012/34/2008-IR (B-1), dated 02-06-2008 to this Tribunal for adjudication to the following effect :

> Whether the action of the management of State Bank of India in relation to their Main Branch, Bhubaneswar in terminating the services of Sri Ganesh Ch. Das w.e.f. 30-09-2004, is fair, legal and justified ? To what relief is the workman concerned entitled?

2. The 2nd Party-Workman has filed his statement of claim alleging that he had joined his services as a Messenger on 4-11-1988 after succeeding in interview. He was assured to get permanent appointment order after one year or on completion of 240 days' work in a calendar year, but despite completion of several years of continuous satisfactory service and putting in more than 240 days' work in each year he was not regularized, instead terminated and refused employment from 30-9-2004 by the 1st Party-Management without any written communication or payment of compensation. The 1st Party-Management in refusing employment to him violated all principles of natural justice and mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. He therefore brought the matter into the notice of the C.G.M. and C.D.O. of the State Bank of India, L.H.O., Bhubaneswar But on hearing nothing, he raised an industrial dispute before the Regional Labour Commissioner (Central) vide his letter dated 2-3-2005. Conciliation proceedings were started, but they failed and thereupon a failure report was submitted to the Government and the Government made the present reference. He is thus entitled to get full back wages and reinstatement with continuity of service with effect from 30-9-2004.

3. The 1st Party-Management in its reply through written statement has stated that the present dispute is misleading and misconceived in as much as the 2nd Party-workman had already raised a similar dispute along with 124 other workers through the State Bank of India Temporary 4th Grade Employees Union before the Assistant Labour Commissioner (Central), Bhubaneswar challenging their alleged termination of service by the 1st Party-Management. In the said dispute the failure report was sent by the Asst. Labour Commissioner (Central), Bhubaneswar to the Ministry of Labour who in turn referred the matter to this Tribunal for adjudication and the same is pending before this Tribunal being I.D. Case No. 7/2007. The name of the 2nd Party-workman is appearing at Sl. No. 65 in Annexure-A to the said reference. Thus, raising a common dispute for same cause of action and again raising individual dispute for same relief is nothing but an abuse of the process of law and amounts to multiplicity of litigation. The Asst. Labour Commissioner (Central) while conciliating the individual disputes disregarded the direction of the Deputy Chief Labour Commissioner (Central) not to take any further action on the separate disputes raised by the same workers for the same cause of action. The allegation of the 2nd Party-workman that he was discontinued from service on 30-9-2004 and was signing bogus vouchers is not correct. He was engaged intermittently on temporary/daily wage basis due to exigencies of work. He had been allegedly discontinued in December, 1989 and was receiving payment in his own name. It is denied that he had joined the Bank on 4-11-1988 and was performing the duty, which is regular and perennial in nature. It is further denied that he was performing his duties with all sincerity and honesty and to the best of satisfaction of the Authority. The 2nd Party-workman has never completed several years of continuous service in the Bank nor he has completed 240 days of continuous service in any calendar year preceding the date of his alleged termination. In order to give an opportunity for permanent absorption to the ex-temporary employees/daily wagers in the Bank in view of the various settlements entered into between the All India State Bank of India Staff Federation and the Management of the State Bank of India all eligible persons were called for interview. The 2nd Party-workman was also called for an interview along with other eligible persons in the year 1993. As he was not found successful in the said interview he could

not be appointed in the Bank. The Union or the 2nd Party-workman has never challenged the implementation of the settlement which has now gained finality. It is further submitted that some of the wait-listed candidates, who could not be absorbed in the Bank's service due to expiry of the panel on 31st March, 1997 filed Writ Petitions before the Hon'ble High Court of Orissa. But the Hon'ble High Court of Orissa by a common order dated 15-5-1998 passed in O.J.C. No. 2787/1997 dismissed a batch of Writ Petitions and upheld the action of the Management of the Bank. This order of the Hon'ble High Court was also upheld by the Hon'ble Supreme Court of India in S.L.P. No. CC-3082/1999. Hence the above matter has attained finality and cannot be re-agitated. Since the services of Sri Das were terminated in December, 1989 his claim has become stale by raising the dispute after lapse of a period of 16 years. It is a settled principle of law that delay destroys the right to remedy. Thus raising the present dispute after 16 years of alleged termination is liable to be rejected.

4. On the pleadings of the parties following issues were framed :—

ISSUES

1. Whether the present reference of the individual workman during the pendency of the ID. Case No. 7/2007 before this Tribunal on the same issue is legal and justified ?

2. Whether the workman has worked for more than 240 days as enumerated under section 25-F of the Industrial Disputes Act ?

3. Whether the action of the Management of State Bank of India, Main Branch, Bhubaneswar, in terminating the services of Shri Ganesh Ch. Das with effect from 30-9-2004 without complying the provisions of the I.D. Act, 1947, is legal and justified ?

4. To what relief is the workman concerned entitled ?

5. The 2nd Party-workman despite giving sufficient opportunity did not produce any evidence either oral or documentary in support of his claim and willingly kept himself out of the proceedings at the stage of evidence by absenting himself or his Union representative.

6. The 1st Party-Management has adduced the oral evidence of Shri Pranab Kishore Mohanty as M.W.-1 and filed documents marked as Ext.-A to Ext.-J in refutation of the claim of the 2nd Party-workman.

FINDINGS

Issue No. 1

7. A specific plea has been raised by the 1st Party-Management that a group of 125 employees including the 2nd Party-workman had already raised a similar dispute in I.D. Case No. 7/2007 before this Tribunal for the same relief which is pending for adjudication. The dispute as referred to in ID. Case No. 7/2007 is given below for comparison with the dispute in the present case :—

Whether the action of the Management of State Bank of India, Orissa Circle, Bhubaneswar in not considering the case of 125 workmen whose details are in Annexure-A for re-employment as per Section 25(H) of Industrial Disputes Act, 1947 is legal and justified ? If not, what relief the workmen are entitled to ?

8. The name of the 2nd party-workman appears at Sl. No. 65 in Annexure-A to the above reference. In both the cases the matter of disengagement or so called retrenchment is involved to be considered in one or the other way and the relief claimed is with regard to re-employment. But challenge has been made more specifically against the termination of service of the 2nd Party-workman in the present case while in I.D. Case No. 7/2007 prayer has been made with regard to consideration of the case of 125 workmen for re-employment as per Section 25-H of the Industrial Disputes Act, 1947. In fact, in the latter case the workmen have submitted or virtually surrendered to their cessation of employment or alleged termination, whereas in the present case they have challenged their termination on facts and law. Virtually in the present case validity and legality of the alleged termination has to be tested at the alter of facts and legal propositions. Therefore, it cannot be said that issues involved in both the cases are same. This case can proceed despite pendency of I.D. Case No. 7/2007 and the present reference by the individual workman pending for adjudication is maintainable being legal and justified. This issue is therefore decided in the affirmative and against the 1st Party-Management.

Issue No. 2

9. The onus to prove that the 2nd Party-workman has completed one year or 240 days of continuous service during a period of 12 calendar months preceding the date of his alleged termination or disengagement from service lies on him, but the 2nd Party-workman has not adduced any evidence either oral or documentary in support of his contention. He has only alleged in his statement of claim that he was appointed on 4-11-1988 and worked till 30-9-2004 on temporary/casual/daily wage basis, but he has not filed any certificate or reliable document showing the break-up of year-wise service rendered by him under the 1st Party-Management during the above period. The 1st Party-Management, on the other hand, has alleged that "The 2nd Party-workman was engaged intermittently on temporary/daily wage basis due to exigencies of work and he had never completed 240 days continuous service in a calendar year. M.W.-1 Shri Pranab Kishore Mohanty in his statement before the Court has stated that "the disputant was working intermittently for few days in our branch on daily wage basis in exigencies. He had not completed 240 days of continuous and uninterrupted service preceding the alleged date of termination" . He

has denied the allegation that the workman was discontinued with effect from 30-9-2004, but stated that "In fact the workman left working in the said branch since December, 1989". The 2nd Party-workman has to disprove the evidence led by the 1st Party-Management, but he has not come before the Court to give evidence. A temporary or daily wage worker has no right to claim reinstatement and particularly when such an employee had not worked for 240 days continuously during a period of 12 calendar months preceding the date of his so-called termination. Thus he is not entitled to get benefit of Section 25-F of the Industrial Disputes Act, 1947. This issue is hereby decided against the 2nd Party-workman for failing to prove that he had worked for 240 days continuously during a period of 12 calendar months preceding the date of his disengagement or alleged termination from service.

Issue No. 3

10. Since the 2nd Party-workman could not prove that he had rendered 240 days continuous service under the 1st Party-Management during a period of 12 calendar months preceding the date of his disengagement or alleged termination, he is not entitled for re-employment even in case of his alleged illegal and arbitrary termination. Moreover, he was a temporary/casual/daily wage employee. His services can be terminated at any time without assigning any cause by the lst Party-Management. He has no legal right to be retained in service for the extended period, if he was appointed for a certain period or when no time is specified. The 2nd Party-workman has not filed any letter of appointment or proof of having rendered service tmder the 1st Party-Management for a specified period against a regular post. The 1st Party-Management has further alleged that in time of exigencies only the 2nd Party-workman was employed. It means that with the end of exigencies his job also came to an end. In view of the matter the action of the management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Sri Ganesh Ch. Das with effect from the alleged date of his termination is fair, legal and justified. This issue is accordingly decided in the affirmative and against the 2nd Party-workman.

Issue No. 4

11. In view of the findings recorded above under Issue Nos. 2 and 3 the 2nd Party-workman is not entitled to any relief whatsoever claimed.

12. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer.

नई दिल्ली, 4 मई, 2012

का. आ. 1861.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 46/2007) को प्रकाशित करती है, जो केंद्रीय सरकार को 04-05-2012 को प्राप्त हुआ था ।

[सं. एल-12012/80/2007-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th May, 2012

S.O. 1861.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India, and their workmen, which was received by the Central Government on 04-05-2012.

[No. L-12012/80/2007-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10 (1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 46 of 2007

Parties : Employers in relation to the management of State Bank of India.

AND

Their Workmen.

Present : Shri H. M. SINGH, Presiding Officer.

Appearances :

For the Employers : None.

For the Workmen : Shri B. Prasad, Authorised Representative.

State : Bihar. : Industry : Bank..

Dated, the 24th April, 2012.

AWARD

By Order No. L-12012/80/2007-IR (B-I) dated the 18th September, 2007 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of State Bank of India, Shiv Mandir Chowk Branch, Katihar in terminating the services of Sri Raj Kumar Sah, who was working as daily wage messenger in the Bank, without complying Section 25F of the I.D. Act, is legal and justified ? If not, to what relief the workman concerned is entitled ?"

2. The case of the concerned workman is that he

was orally appointed by the management of State Bank of India to discharge the duties of a peon/messenger. He was performing the duties of carrying vouchers/cheques from counter to office's desk and vice-versa; posting of mails to the Post Office; Encashment of K.V.P., N.S.C. from the Head Post Office, Katihar; distribution of dak through Peon Book; deposting telephone bills, electricity bills, telegram bills etc. of the Bank; preparing packets of Bank's currency notes and bundles thereof; serving water/tea to the members of staff and customers of the Bank and other Sundry jobs. He was to perform the above duties on the instructions of the Branch Manager and other officers of the Bank. He used to discharge his duties from 10 AM to 6PM daily and sometimes even beyond that as per requirement. He was used to be paid his wages @ Rs. 50/- per day and about Rs. 20/- per day on an over age by way of conveyance etc. He was used to be paid his wages through voucher. The workman worked upto 28-9-2006 uninterruptedly and in the evening he was informed that he was not required to attend his duties from the next day as his services stood terminated. The termination of the workman is covered under Section 2(oo) of the I.D. Act. He was neither given any notice nor any notice pay nor any retrenchment compensation preceding his retrenchment. After his termination, the workman approached the management for his reinstatement and regularisation of service as a peon/messenger but his request was not considered. Thereafter he raised an industrial dispute which culminated in reference before the Hon'ble Tribunal.

Under the facts and circumstances stated above, it has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the workman by directing the management to reinstate the concerned workman as a messenger/peon with back wages and to regularise him as messenger/peon under subordinate cadre.

3. The case of the management is that the concerned workman was never appointed either as messenger or otherwise in any capacity to discharge his duty in relation to the Bank duly appointed employee in accordance with the rules. His name never figured in the attendance register of the employee of the Bank nor he was ever paid by the management. However, it is well known that in an establishment some casual works is required to be performed as and when occasion arises. To meet such temporary exigency of the work some persons are given the job and after the completion of the job they are paid off at the rate of wage agreed upon. The concerned person used to do some work in the Bank as and when required for some hours but he was never engaged even in this manner continuously nor he worked for one year. The Bank Manager has no power to appoint any person even as Grade IV employee. The Bank has a settled rule of recruitment which has to be followed in case of appointment. The concerned workman was never appointed by the Bank to discharge the duty of messenger w.e.f. 22-11-2001.

Under such circumstances it has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the management holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has not produced any oral evidence, only written statement has been filed. Written argument has also not been filed though notice was issued to the management.

6. The concerned workman produced himself as WW-1.

It has been argued on behalf of the concerned workman that he was working with the management from 22-11-2001 to 28-11-2006. He used to get only Rs. 50 per day. He used to perform all the duties of a permanent messenger and worked for more than 240 days in a year, but his services were terminated violating Sec. 25-F of the Industrial Disputes Act.

7. The management in its written statement in para 7 admitted that the concerned workman used to work whenever required but did not work for 240 days preceding his retrenchment. It shows that the concerned workman was in the service of the management and was made payment through vouchers. On the prayer of the workman the Tribunal also directed the management to produce the vouchers, but the management failed to produce the same to suppress the material facts.

8. The concerned workman (WW-1) has stated in his evidence that he was working in the Bank from 22-11-2001 to 28-11-2006 and the Bank was only paying him Rs. 50 per day through vouchers which in the possession of the Bank. He was performing all the duties of a permanent messenger. He was removed from the services of the Bank on 29-9-2006. He was not given any notice or retrenchment compensation before termination.

9. On behalf of the concerned workman 2011 Lab. I.C. 2799 has been referred in which the Hon'ble Supreme Court laid down—

"(A) Industrial Disputes Act, 1947 (14 of 1947), S. 2 (s)—Workmen—Part-time employee, contractual employee, temporary or casual employee—All are workmen.

The source of employment, the method of recruitment, the terms and conditions of employment/ contract of service, the quantum of wages/pay and the mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full-time and part-time employee or a person appointed Contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular

basis or person employed for doing whole time job is a workman and the one employed on temporary part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman (Paras 13, 14).

(B) Industrial Disputes Act, 1947 (14 of 1947), Ss. 25-F, 11-A—Constitution of India, Act 226—Award of Labour Court—Inteference by Writ Court—Workman—Engaged on contract basis repeatedly—Retrenched in violation of provisions of S. 25-F—Award directing his reinstatement—Award not found to be suffering from jurisdictional error or error if law apparent on face of record—Writ Court by assuming that his initial appointment/engagement was contrary to law and that it would not be in public interest to approve award of reinstatement after long lapse of time—Setting aside award of reinstatement—Order passed is legally untenable—Facts that workman was appointed without advertisement because of ban or recruitment imposed by Govt.—And workman cannot be blamed for any delay in disposal of case by Labour Court or of writ petition by High Court—Ignored while passing order.

The Hon'ble Supreme Court also referred cases—AIR 2010 SC 1116 : 2010 AIR SCW 1357 : 2010 Lab IC 1433 : 2010 (2) AIR Kar R 163 : 2010 AIR SCW 6387 : 2011 (I) Bom R 130 : (2010) 5 SCC 497 : AIR 2008 SC (Supp.) 342 : 2008 AIR SCW 223 : 2008 (I) ALJ 790 : AIR 2008 SC (Supp.) 1334 : 2008 AIR SCW 1474 : 2008 LAB IC 1375 : 2008 (3) ALJ 533: AIR 2007 SC 528 : 2007 Lab IC 1955 : 2007 (3) AIR Kar R 433 : 2007 (2) AIR Jhar R 908 : 2007 AIR SCW 7305 : 2008 (I) ALJ 245 : AIR 2006 SC 1806 ; 2006 AIR SCW 1991 : 2006 (3) AIR Kar R. 320 : AIR 2003 SC 1872 : 2003 AIR SCW 1340 : 2003 Lab IC 1449 : 2003 AIR–Jhar HCR 548 : AIR 2003 SC 3044 : 2003 AIR SCW 3872 : 2003 All LJ 2057 : AIR 2001 SC 479 : 2001 AIR SCW 77 : 2001 Lab IC 476 : AIR 1993 SC 1388 : 1993 Lab IC 428 : (1990) 3 SCC 682 : AIR 1984 SC 500 : 1983 Lab IC 1865 : AIR 1982 SC 854 : 1982 Lab IC 811 : AIR 1981 SC 422 : 1980 Lab IC 1292 : AIR 1981 SC 1253 : 1981 Lab IC 806 : AIR 1980 1219 : 1980 Lab IC 687 : AIR 1976 SC 232 : AIR 1976 SC 1111 : 1976 Lab IC 769 : AIR 1974 SC 37 : 1974 Lab IC 133 : AIR 1964 SC 1617 : AIR 1961 SC 644 : AIR 1960 SC 610.

On behalf of the workman 2010 (I) SCR 591 in relation to Harinder Singh Vs. Punjab State Warehousing Corporation (Civil Appeal No. 587 of 2010) has also been referred.

10. Considering the above facts and circumstances, it shows that the concerned workman was doing the job of the management from 22-11-2001 to 28-9-2006 and worked for more than 240 days in a year. He was not given any notice or notice pay or compensation before his retrenchment. The management also not produced any vouchers by which payment has been made to the concerned workman and the management has suppressed the material fact to prove before the Tribunal. It shows that the concerned workman was working with the management continuously for more than 240 days in a calender year from 22-11-2001 to 28-9-2006.

11. In the result, I hold that the action of the management of State Bank of India, Shiv Mandir Chowk Branch, Katihar in terminating the services of Sri Raj Kumar Sah, who was working as daily wage messenger in the Bank without complying with Section 25-F of the I.D. Act is not legal and justified. So, he is entitled to be reinstated in the service of the Bank as a temporary messenger with 25% back wages and also entitled to be regularised as a messenger. The management is directed to implement the Award within 30 days from the date of publication of the Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 4 मई, 2012

का.आ. 1862.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 120/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2012 को प्राप्त हुआ था ।

[सं. एल-41012/104/1997-आईआर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th May, 2012

S.O. 1862.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 120/03) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial Dispute between the management of Central Railway and their workmen, which was received by the Central Government on 3-5-2012.

[No. L-41012/104/1997-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/120/03

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

Shri Narendra Singh, S/o Shri Shyamsingh,
187, Talab Ward,
Gokulpur,
Jabalpur (MP) ...Workman

Versus

The Divisional Railway Manager,
Central Railway,
Jabalpur. ...Management

AWARD

Passed on this 4th day of April, 2012

1. The Government of India, Ministry of Labour vide its Notification No.L-41012/104/1997-IR(B-I) dated 9th July, 2003 has referred the following dispute for adjudication by this tribunal:—
"Whether the action of D. R. M Central Railway in terminating the services of Shri Narendra Singh Thakur S/o Shri Shyam Singh Thakur from the post of monthly rated casual labour, Khalasi w.e.f. 25-2-89 is fair, legal and justified? If not, to what relief the concerned workman is entitled to?"

2. The case of the workman, in short, is that the workman was initially employed as daily rated casual labour in the management department on 29-8-80 and worked till 16-10-84 intermittently. Thereafter he was again employed on scale of pay of grade "D" staff from 19-2-85 till 9-11-87. It is stated that he was screened by the committee for absorption and was advised that he had been selected and appointment letter would be issued. But again he was employed from 6-2-89 to 24-2-89 during Kumbh Mela. Thereafter he was discontinued without any notice and without any retrenchment benefits. It is stated that the monthly rated casual labours who were junior to him, are still continuing in the employment of the management. It is stated that the workman had attained the temporary status and was issued privileged pass and other benefits. He is out of employment since then. It is submitted that the workman be reinstated with back wages.

3. The management appeared and filed written statement by way of reply to contest the reference. The case of the management, inter alia, is that the workman was engaged as casual labour/monthly rated casual labour in carriage and wagon department, Jabalpur between 1980 to 1989 intermittently and had not served continuously in the establishment. The workman has raised dispute after the lapse of 18 years intentionally when the relevant records has been destroyed. He was not brought on monthly rate of pay and was not allotted proper scale. He was engaged when the regular employees went on sick leave or on leave. He was never screened by any committee nor he was selected. The workman admittedly worked for 18 days during Kumbh Mela. It is denied that the workman attained the status of temporary employee and was issued privilege pass. He had not served the minimum required period under the provision of Industrial Dispute Act, 1947 (in short the Act, 1947). It is submitted that the workman is not entitled to any relief.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication-

I. Whether the action of the management in terminating the services of the workman w.e.f. 25-2-89 is fair, legal and justified?

II. To what relief the workman is entitled?

5. Issue No. I

The workman has adduced oral and documentary evidence in the case. He has stated in his evidence that he was casual labour and was engaged by the management on exigency of work. He was not given any appointment letter. His evidence clearly shows that he was casual labour and was not engaged on any regular scale of pay. It is also clear that he was not engaged continuously rather he was engaged on exigency of work. He has filed two certificates which are marked as Exhibit W/1 and W/2. The said certificates clearly show that he was not engaged continuously. It is also clear that from 29-8-80 he was engaged and the last engagement was till 24-2-89. It further shows that from 19-2-85 to 1-10-85, he was engaged for 221 days, from 2-11-85 to 9-11-87 for 326 days and from 6-2-89 to 24-2-89 for 19 days. This clearly shows that he was not considered to be in continuous service for a period of one year during a period of twelve calendar months preceding the date with reference under the provision of Section 25(B)(2) of the Act, 1947. This shows that since he had not in continuous service for one year, the provision of Section 25 F of the Act, 1947 appears to have not been violated.

6. On the other hand, the management has examined two witnesses in the case. The management witness Shri Yaqub Ekka is Office superintendent. He has stated that the workman had not worked 120 days continuously and as such he was not given the status of temporary employee. Another management witness Shri A.K.Khatri has stated that the workman was never paid monthly salary. He had worked intermittently during the period of 29-8-80 to 24-2-89. He has not been cross-examined by the workman. His evidence shows that he was engaged intermittently. Thus on the basis of the discussion made above, it is clear that the workman had not worked 240 days during twelve calendar months preceding the date with reference as has been provided under the provision of Section 25 B of the Act. Thus it is evident that there is no violation of the provision of Section 25 F of the Act. It appears that the action of the management is justified in terminating the workman from his services. This issue is decided against the workman and in favour of the management.

7. Issue No. II

It is evident that there is no violation of the provision of the Act, 1947 and therefore the workman is not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 4 मई, 2012

का.आ. 1863.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण-पूर्व रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 150/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2012 को प्राप्त हुआ था ।

[सं.एल-41012/54/88-आईआर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th May, 2012

S.O. 1863.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 150/89) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial Dispute between the management of S.E. Railway and their workmen, received by the Central Government on 3-5-2012.

[No. L-41012/54/88-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/150/89

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri D.A.Narsimhan,

Working President (Central),

DPRMS, Near old powerhouse,
Badwapar,

Distt. Bilaspur ...Workman

Versus

Senior Divisional Personnel Manager,

S.E.Railway,

Bilaspur . ...Management

AWARD

Passed on this 11 th day of April 2012

1. The Government of India, Ministry of Labour vide its Notification No.L-41012/54/88-D-2(B) dated 1-8-89 has referred the following dispute for adjudication by this tribunal:-

" Whether the supersession of Shri Mohanlal, H-Fireman, Locoshed, Korba, Bilaspur by 159 workers of S.E. Railway, Bilaspur is justified? If not then to what relief the workmen is entitled for?"

2. The case of the Union/workman, in short, is that the workman Mohanlal was appointed in the Railway service of Class IV unskilled staff in the category of Engine cleaner on 10-4-64 and was placed in the Locoshed, Bilaspur. Subsequently he worked in Locoshed, Korba. After appointment, he was sent for medical examination in A-one category which was meant for running staff in Railway. He passed the A-one Medical examination on 8-5-64. The certificate of fitness was issued on 22-5-64. He was Class 10 pass and was fulfilling the educational qualification. He also opted for continuance of engine cleaner on 25-3-65. The promotion of Engine cleaner is second fireman and then first fireman in terms of Rule 129 of the Indian Railway Establishment Manual (In short IREM) It is stated that the juniors were promoted as second fireman and thereafter first fireman after superseded him. He represented the matter to the management but he was told that there was no record available with them to show that he has passed the medical examination in Category A -1 or had opted for the running group. The workman is said to have obtained true copy of medical certificate dated 8-5/22-6-64 on 27-7-81. The said certificate was forwarded to the management but the management vide his letter dated 25-9- 81 reiterated the position. It is stated that he had also passed periodical examination in A- one category in 1967. He was again directed to appear for further medical examination 1982 and passed the same on 2-2-82 when he was not promoted and was not restored his seniority, he raised dispute before ALC (Central), Bilaspur. It is submitted that the management be directed to promote him from the date of first junior was promoted with seniority and back wages.

3. The management appeared and filed Written Statement in the reference. The case of the management, inter alia, is that the workman was initially appointed as Shed Khalasi in Locoshed Bhilai on 10-4-64. The contention of the workman that he was recruited to in the category of Engine Cleaner is totally false. He did not pass the medical examination in the Category of A-one in 1964. The medical certificate filed by him is not correct. He had not opted for continuance as Engine Cleaner on 25-3-65 rather he opted for Running line on 7-12-81 and passed the medical examination of category-A-one on 2-2-84. Thereafter his name was enlisted in the list of Engine cleaner vide letter dated 10-5-84.

He was promoted as 2nd fireman on 7-4-87 in the pay scale of Rs. 825-1200 vide order dated 23-1-87 as per his seniority position. It is submitted that the workman is not entitled to any relief.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication-

I. Whether the supersession of the workman Shri Mohanlal, II - fireman, Locoshed Korba, Bilaspur is justified?

II. To what relief the workman is entitled?

5. **Issue No. I**

To prove the case, the workman Shri Mohanlal is examined in the case. He has supported his case in his evidence. He has stated that he was appointed as a Engine Cleaner in Locoshed, Bilaspur on 10-4-64. He has not filed the appointment letter to show that he was appointed as an Engine Cleaner. In absence of his appointment letter, his evidence that he was appointed as Engine Cleaner is doubtful. The workman has filed photocopies of the documents which are not proved as such these documents are not reliable and cannot be admitted into evidence.

6. On the other hand, the management has also examined one witness namely Shri B.S.Panikra who is working as Senior clerk of Sr. Divisional Personnel Officer. He has stated that he was appointed as Shed Khalasi at Locoshed, Bilaspur. The channel of promotion is Khalasi Helper, then skilled III, then II then I, then Master Craftman, then CMF-"A." and lastly Locoforeman. He was promoted to Sr. Khalasi vide order dated 20-12-84. He has further stated that the workman submitted option for running category i.e. Engine Cleaner w.e.f. 7-12-81 and accordingly passed medical examination A-one category on 2-2-82. He was promoted as, 2nd foreman vide order dated 23-1-87. Again he was promoted as 1st foreman vide order dated 11-2-92. The workman has not cross-examined the management witness and the right to cross-examine the management witness was closed. There is nothing to disbelieve the evidence of the management witness. His evidence clearly establishes that on 7-12-81 the workman opted for Engine Cleaner and before that he was in the channel of Shed Khalasi. Photocopy of the service particulars also show that he was appointed as shed khalasi and promoted in the same cadre on 20-12-84. Considering the evidence, I find that the demand of the workman about the supersession from 159 workers appears to be not justified. This issue is decided in favour of the management and against the workman.

7. **Issue No. II**

The evidence on record shows that the workman is not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 4 मई, 2012

का.आ. 1864.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 48/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2012 को प्राप्त हुआ था ।

[सं. एल-12011/27/98-आईआर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th May, 2012

S.O. 1864.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 48/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workman, received by the Central Government on 3-5-2012.

[No. L-12011/27/98-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/48/99

Presiding Officer: SHRI MOHD.SHAKIR HASAN

SBI Workmen Union,

General Secretary, SBI Workmen Union,
C/o Shri R.K.Bhatt, 400, Suresh Nagar,
Thatipur, Gwalior. ...Workman

Versus

Chief General Manager,

SBI LHO, Hoshangabad Road,
Bhopal ...Management

AWARD

Passed on this 16th day of April, 2012

1. The Government of India, Ministry of Labour vide its Notification No.L-12011/27/98/IR(B-I) dated

31-12-98 has referred the following dispute for adjudication by this tribunal:-

" Whether the action of the management of State Bank of India in terminating the services of 10 "employees (as per list enclosed) is justified? If not, to what relief the workmen are entitled for?"

2. The case of the Union/workmen in short is that all the ten workmen were engaged in different years from 1980 to 1990 and worked continuously till the different period of the years from 1987 to 1997 in the management Bank in different branches as has been described in the statement of claim on the post of messenger cum faras. Thereafter their services were terminated. They had worked more than 240 days in a calendar year. They worked continuously under the provision of Section 25 B of the Industrial Disputes Act 1947 (in short the Act 1947) and were retrenched employees under Section 2(oo) of the Act, 1947. They had been terminated without complying the provision of Section 25 F of the Act, 1947 and their termination is illegal and void ab-initio. The workmen are entitled to be regularized in view of the decision of the Hon'ble Supreme Court. It is submitted that the workmen be reinstated with all consequential benefits.

3. The management Bank appeared and filed Written Statement to contest the reference. The case of the management, inter alia, is that the workmen were employed on purely temporary casual employees at the various branches of the bank. Their services were utilized intermittently on availability of casual work. The detail periods of each employee is described in the written statement. It is also stated that the workmen were engaged on contract basis on exigency of work as soon as it was over they were not required to continue and it commenced with the opening of the hours and ends with the closing hours of the Bank. It is stated that none of the workmen worked for a period of 240 days during a calendar year preceding the date of their termination. The further case of the management is that they were engaged on consolidated wages basis which were fixed prior to their engagement in the particular branch depending upon the exigency of work. It is also stated that they were paid wages on daily basis. They were not retrenched employees rather the provision of Section 2(oo) (bb) of the Act, 1947 is attracted. As such the provision of Section 25 F of the Act, 1947 is also not applicable to them. It is stated that the workmen were given opportunity of permanent employment and were interviewed on different dates but were disqualified. It is submitted that the workmen are not entitled to be reinstated with back wages.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication-

I. Whether the action of the management in terminating the services of ten employees is justified?

II. To what relief each of the workmen are entitled?

5. **Issue No. I**

The Union has examined nine of the workmen to prove the case. The workman Santosh Kumar has stated in his evidence that he was engaged in Sarai Chhola Branch of the Bank from the year 1986 to 7-4-1997 continuously. He has further stated in cross-examination that he was paid fixed wages. It does not mean that the workmen was not working continuously in view of the Section 25 B of the Act, 1947. The management has also admitted this fact in Written statement at para-1 wherein the period of work done by him is shown. It appears from the pleading of the management that he worked from 1986 to 1996 on all the 365 days of the year on consolidated wages and till 7-4-1997 he worked for 97 days on consolidated wages. This shows that till 7th April 1997, he worked all the days. This shows that the management has admitted that the workman was in continuous service from the year 1986 till termination on consolidated wages under the provision of Section 25 B of the Act, 1947. The workman Santosh Kumar has also stated at para-8 that the management had not given one month notice nor wages of one month nor retrenchment compensation. There is no cross-examination of the management on the point of notice and payment of compensation. This shows that it is an admitted fact that the provision of Section 25 F of the Act, 1947 was not complied before terminating the services of the workman.

6. Another workman Shri Roopkishore has also supported his case that he was engaged on 20-2-86 as sweeper-cum-faras on temporary basis in the branch of Banmore of the Bank. He has stated that he worked from 1986 to 1997 as sweeper. The management has admitted similarly in his pleading at para 1 that the workman Roopkishore worked 315 days in 1986 on consolidated wages and thereafter from 1989 till 1987 i.e. 7-4-97 on each and every day of the year on consolidated wages. This fact clearly shows that the services of the workman Roopkishore was continuous till his termination from the service on 7-4-97 on consolidated wages as temporary casual employee. He has also supported this fact that before termination he was not served with notice nor was paid any retrenchment compensation. This clearly shows that there was violation of the provision of Section 25 F of the Act. 1997 in his case also.

7. Another workman Shri Janki Prasad has also supported his case in his evidence. He has stated

that he was engaged temporarily as messenger-cum-faras on 11-4-87 in Morena Branch of the Bank. He has admitted in his cross- examination that he worked from 11-4-87 to 30-6-87 for 81 days as temporary messenger-cum-Faras. Thereafter he worked as waterman till 1995. He has admitted in his cross-examination that in the year 1995 he had worked for 84 days and in the year 1994 he had worked for 60 days only. The management has also admitted in his pleadings at para-1 that he worked in those years only to such days on consolidated wages. His evidence shows that he was not in continuous service for a period of one year under the provisions of Section 25B(2) of the Act, 1947. Thus it is clear that Section 25 F of the Act, 1947 is not attracted in his case.

8. Another workman Shri Bhagwan Das has also supported his case in his evidence. He has stated that he was engaged temporarily as waterboy on 1-2-1988 in Banmore Branch of the Bank and worked continuously. He was terminated on 31-3-97. He has stated in cross-examination that he was casual worker on fixed pay and worked from 1988 to 1997. He had also worked as messenger-cum- faras for the periods as has been stated in the evidence. The pleading of the management at para-l shows that the management has admitted that from the year 1988 till 31-3-97 he worked all the days of each year except the year 1993 on consolidated wages. This itself shows that he was in continuous service in terms of Section 25 B of the Act, 1947. This workman has also stated in his evidence that he was not given one month notice nor any retrenchment compensation was paid. There is no cross-examination on this point by the management. There is no reason to disbelieve this evidence. Thus it is clear that this workman is also terminated in violation of the provision of Section 25 F of the Act, 1947.

9. Another workmen Shri Girdhari Lal has also supported his case. He has also stated that he was engaged temporarily as messenger w.e.f. 2-3-1990 in Jewanjiganj Mandi Morena branch of the Bank continuously and was terminated on 7-4-97. In cross-examination he has admitted that in the year 1990 he worked 63 days, in 1994 he worked 11 days, in 1995 he worked 28 days, in 1996 he worked 64 days and in year 1997 he worked 59 days only. This fact is [illegible] the pleading of the management. This [illegible] shall not be deemed to be in continuous service for a period of one year during a period of twelve calendar months preceding the date with termination under the provision of Section 25 (B)(2) of the Act. Admittedly he had not worked 240 days in twelve calendar months preceding the date with termination for considering his continuous service of one year. As such Section 25 F of the Act, 1947 is not attracted and his termination appears to be justified.

10. Another workman Shri Kashiram Shivhare has also supported his case in his evidence. He has also stated that he was engaged on 1-3-86 as messenger, waterman and Faras continuously in Thara Branch of the Bank and was terminated in November 1997. He has supported the case in cross-examination that he worked from 1-1-86 to 30-11-97 as waterman on fix payment. He had also worked as messenger. The specific period is stated in his evidence. This fact is corroborated from the pleading of the management at para-1. The pleading shows that this workman had also worked each and every day in the entire year from 1986 till November 1997 on consolidated wages and also worked as has been stated by the workman. This shows and establishes that he was in continuous service of the Bank on consolidated wages in terms of Section 25 B of the Act, 1947. He has also stated at para-13 that neither one month notice nor compensation was paid before terminating him from service. Thus his termination without complying the provision of Section 25 F of the Act, 1947 is illegal.

11. Another workman Shri Sudamalal has also supported his case. He has stated that he was engaged on 9-9-85 in Hastinapur branch of the Bank and worked continuously till 31-12-97 when he was terminated from service but he has stated in his cross-examination that he had worked from 9-9-85 to 10-12-85 for 14 days, from 13-1-86 to 29-11-86 for 76 days and 22-12-90 to 4-5-91 for 30 days total 120 days in the bank as messenger-cum-Faras. This shows that his service was not continuous and he shall not be deemed to be in continuous service for a period of one year during the period of twelve calendar months prior to the date of termination under the provision of Section 25-B of the Act, 1947. He has stated that the Branch Manager had given a certificate dated 17-5-97 of his work. The said certificate is paper No. 18/6. The document shows that he worked for a period of 558 days as canteen boy and the canteen was run by Staff Welfare Committee. This shows that in the said period he was not engaged by the Bank as casual worker. Thus it is clear that he was not employed in continuous service of one year preceding the date with termination and therefore there is no violation of the provision of Section 25 F of the Act, 1947.

12. Another workman Shri Sunil Kumar Sharma has stated in his evidence that he was appointed on 21-3-83 as messenger, waterman, Faras in the Morena Branch of the Bank and worked regularly till 31-12-1987. He was terminated without notice and without compensation. In cross-examination, he has

stated that he worked for only 15 days in the year 1985 and 29 days in the year 1986. The management has also admitted this fact in his pleading. This is evident that he had not worked 240 days in twelve calendar months preceding the date with termination. As such there is no violation of the provision of Section 25-F of the Act, 1947. His termination was not illegal.

13. The last workman Shri Rajesh Kumar Shivhare is examined in the case. He has stated that he was engaged on 27-10-86 in Morena branch of the bank as messenger, waterman -Farras. He worked regularly and was terminated on 19-1-97. But in cross-examination he has contradicted his evidence and has stated that he worked 69 days in the year 86 and 16 days in the year 1987. The management has also pleaded in his Written statement that he had worked total 85 days. Thus it is clear that there is no violation of the provision of Section 25-F of the Act.

14. The Union has not adduced any evidence in respect of the workman Shri Chandan Singh Purwansi. Thus it is not proved that the management had violated the provision of Section 25-F of the Act before terminating him from services. Thus from the evidence adduced by the Union, it is clear that the management had not violated the provision of the Act in terminating the workmen Shri Janki Prasad, Shri Girdharii Lal Shivhare, Shri Sudaa Lal, Shri Sunil Kumar Sharma, Shri Rajesh Kumar Shivhare and Shri Chandan Singh Purwansi whereas the terminations of Shri Kashiram Shivhare, Shri Santosh Kumar, Shri Roopkishore and Shri Bhagwan Das Shivhare by the management are not justified without complying the provision of Section 25-F of the Act.

15. On the other hand the management has examined only one witness. Shri B.M. Bhati was working as Dy. Manager at the State Bank of India, Zonal Office, Gwalior. He has admitted the period of work done by the workmen in his evidence. The case of the management appears to be not consistent. Firstly it is stated that the workmen were employed as purely temporary casual workers in the various branches of the State Bank of India. Then it is stated that they were engaged on consolidated wages but the same was on daily wages basis which was fixed prior to their engagement. However the evidence shows that the workmen were engaged continuously for the entire year till the date of termination of the workmen as has been discussed above. There was no fixed period of their engagement rather they were engaged continuously as has been discussed above. There is no evidence on behalf of the management that those workmen whose engagement were continuous for more than 240 days during the period of twelve calendar months preceding the date with termination were served with one month notice and were paid compensation before termination.

16. Another case of the management that their engagements were on contract basis. This fact is also simply supported by the management witness wherein he has stated that the contract commenced with the opening of the hours of the bank and ended on closing hours of the branch. This shows that they were not employed on part time rather they were on casual basis but there is no evidence of the management that what was the term of contract and therefore the provision of Section 2(oo)(bb) of the Act is not attracted. This shows that there is inconsistent case of the management without evidence. The evidence shows that four of the workmen were in continuous services of the bank for the entire year till their termination. Thus the evidence of the management is not reliable and it is evident that the workmen Shri Kashiram Shivhare, Shri Santosh Kumasr, Shri Roop Kishore and Shri Bhagwan Das Shivhare were terminated in violation of the provision of Section 25-F of the Act, 1947. This issue is, accordingly, decided.

17. **Issue No. II**

The Union has raised the claim of regularisation of these workmen in view of the decision of the Hon'ble Apex Court. There is no reference to adjudicate the dispute that the workmen are entitled to be regularized while in employment of the management. This is a settled principle that the Tribunal cannot go beyond the reference.

18. Another important point is as to whether the four workmen, whose terminations are adjudicated as not justified are entitled for back wages. The workmen Shri Santosh Kumar has stated in his evidence that after termination he is unemployed and does not get any employment inspite of effort. The workmen Roop Kishone; Shri Bhagwan Das and Shri Kashiram Shivhare have also supported the same fact that they are unemployed after termination and do not get any job for livelihood. This clearly shows that they are not gainfully employed after termination and therefore they are entitled to reinstatement with back wages. Considering the discussion made above, it is clear that the above name four workmen are entitled to be reinstated as they had been terminated by the management without complying the provision of Section 25-F of the Act, 1947. The management is, therefore, directed to reinstate the workmen namely Shri Santosh Kumar, Shri Roop Kishore, Shri Bhagwan Das and Shri Kashiram Shivhare with back wages. Accordingly the reference is answered.

19. In the result, the award is passed without any order to costs.

20. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 7 मई, 2012

का.आ. 1865.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 28/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-2012 को प्राप्त हुआ था ।

[सं. एल-41012/12/1997-आईआर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 7th May, 2012

S.O. 1865.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/1998) of the Kanpur (U.P.) as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 7-5-2012.

[No. L-41012/12/1997-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

Industrial Dispute No. 28 of 1998

Between :

The President,
Southern Rashtriya Chaturtha Shreni Rail Mazdoor Congress (INTUC) 2/236,
Namneir, Agra

And

The D.E.N. (Head Quarter),
Northern Railway Tundla,
District Firozabad

AWARD

1. Central Government MoL, New Delhi, vide notification no. L-41012/12/97-IR (B-I) dated 4-3-98 has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of DJ (HQ) Tundla in denying appointment on compassionate grounds to Sri Bhoori Singh son of late Devki and family pension to Smt. Pana Devi wife of deceased workman is legal and justified? If no what relief they are entitled to?

3. Brief facts are—

4. It is an admitted fact that the deceased Sri Devki was employed as a Khalasi under Northern Railway Tundla under the opposite party, who had worked continuously after putting in 180 days and acquired CPC Grade according to regular employees of the management. It is alleged that he has acquired temporary status.

5. It is also an admitted fact that Sri Devki expired on 28-11-86 in the railway hospital under treatment. It is alleged that Smt. Pana Devi widow of the deceased employee was entitled to family pension which has not been paid by the opposite party. It is also alleged and prayed that Sri Bhoori Singh the only son of the deceased employee is entitled to get an appointment on the basis of compassionate ground which has not been done by the opposite party so far. Thereafter he raised a dispute before the ALC © where no amicable settlement could be arrived at hence the ministry mad the present reference to this tribunal for adjudication. The claimant has also filed relevant circulars along with the claim statement.

6. On the basis of above pleadings it has been prayed by the claimant that he be granted family pension as well as appointment on compassionate ground.

7. Opposite party has filed written objection against the claim of the claimant. It is admitted that deceased Sri Devki was working on the post of casual khalasi. It is stated that he had worked with effect from 26-7-72 to 29-9-78 with service break as a daily rated worker under Inspector Tundla. It is also stated that on the basis of seniority the worker was granted the facility of CPC scale with effect from 28-2-79. It is also admitted that the workman died on 28-11-86 as natural death. But it is stated that the wife of the deceased Smt. Pana Devi had been paid all the pending dues as a final settlement. She is not entitled to any family pension. It is also stated that vide circular CSDPO/88 dated 23-12-88, the workman died having status of casual worker before 31-12-86 are not entitled to get any appointment on the basis of compassionate grounds, as the workman in this case had expired on 28-11-86, therefore, the applicant Sri Bhoori Singh is not entitled for any appointment. The dispute does not fall under Industrial Disputes Act, 1947. On the basis of above it has been prayed that the claim of Sri Bhoori Singh is liable to be rejected being devoid of merit.

8. Rejoinder has also been filed in the present case but nothing new has been disclosed therein except reiteration of the facts already pleaded in the statement of claim.

9. Both the parties have filed the documentary evidence.

10. Claimant has filed 3 documents per list dated 17-4-2000. Opposite party has filed photocopies of certain documents vide list 26-6-2000. The relevancy of all these documents will be discussed during analysis of the evidence.

11. Claimant has adduced himself as witness w.w.1, opposite party has not adduced any oral evidence.

12. Heard and perused the record thoroughly.

13. Form the reference and the pleadings the controversy lies mainly on two points viz.-

a. Whether the wife of the deceased railway employee who had worked from 26-7-72 till 27-11-86 is entitled for family pension.

b. Whether under the circumstance Bhoori Singh who is the son of deceased workman is entitled for the appointment on compassionate grounds.

14. First of all I am taking point no (a).

15. It is an admitted fact that Smt. Pana Devi is the wife of the deceased employee. Opposite party has alleged all the dues have been paid to Smt. Pana Devi under a final settlement. Opposite party has filed two papers paper no. 14/2 and 14/3, 14/4 and 14/5. But none of these paper show that any payment had been made to Smt. Pana Devi under a settlement or a final settlement or in lieu of family pension as claimed by the opposite party. Even opposite party has not produced any oral evidence in support of their pleadings as well as to prove the documents. The case was fixed for arguments on several dates but they failed to adduce any oral evidence for the reasons best known to them.

16. Claimant has claimed that his father had acquired temporary status and therefore, his mother was entitled for family pension. They have also placed reliance upon a decision of Hon'ble Apex Court which is-

1996 SCC (L&S) 369 in between Prabhawati Devi Versus Union of India and others

17. In the case (supra) the Hon'ble Apex Court held - acquisition of temporary status by a railway employee- casual worker in railway acquiring the status of a substitute and after continuing as such for over a year, dying - consequences - on completing six months continuous service, held, he became a temporary railway servant and when he died. after one year of continuous service his widow and children became entitled to family pension- Railway Establishment Manual Rule 2315, 2318, and 2311- Manual of Railway Pension Rules considered.

18. In the present case it is an admitted fact that the employee was engaged as a Khalasi post on 26-7-72. Opposite party also admitted that he was granted the CPC scale on the basis of his seniority on 28-2-79, then opposite party cannot deny that he has not acquired any temporary status. Opposite party has also not placed any arguments before that the deceased employee has not acquired temporary status. Opposite party has not produced any evidence rebutting the aforesaid facts, even did not produce any evidence that there was any break in the service of the deceased employee, therefore, the evidence adduced by w.w.1 on this point is acceptable. He has been thoroughly cross-examined by the opposite party and nothing has come out in his evidence to discard his statement.

19. There is an argument of the opposite party that the pension case of the deceased widow is not maintainable before this tribunal.

20. I have given due thought. The reference is specific on this point also which has to be answered by this tribunal therefore, there is no reason in the arguments of the opposite party. Had the opposite party been aggrieved on this point they should have gone before the Hon'ble High Court on the issue but in no case they at this stage be permitted to place such a vague argument. Therefore, considering no merit on the arguments raised by the opposite party on the point raised arguments are rejected.

21. Therefore considering the facts circumstances and the principles laid down by the Hon'ble Supreme Court (supra) I am of the view that the deceased of the workman is entitled to family pension which has not been paid by the opposite party under any settlement or otherwise.

22. Now turning to point no. (b)-

23. It is the contention of the opposite party that according to a circular CS/DPO/88, dated 23-12-88 issued by Divisional Railway Manager. Allahabad, compassionate appointment could not be given to the dependants of deceased casual employees who have expired prior to 31-12-86, as such the employee had expired on 28-11-86 so the compassionate appointment could not be given.

24. First of all the opposite party has not filed such circular but an inference of the same can be drawn from the circulars filed by the claimant which are paper no. 12/2-12/3.

25. Claimant has placed reliance upon a circular of railway dated 30-4-97 which is paper no. 12/3 on the subject casual labour having a temporary status died during harness in service and giving appointment to the wards of the deceased employees. This is a letter issued by the DRM on the basis of a letter issued by the Railway Ministry. In this letter Para no.3 is important which I would like to produce which is as under.

26. Pursuant to discussions in the PNM Meeting in NFIR, held in October 1996, it has been decided in partial modification of Para 5 of letter no. E. (NG)-11/84/CL/28 dated 31-12-86 quoted above, that the dispensation may be extended to cases where death of the casual labour with temporary status had occurred prior to 31-12-86.

27. Now it has been held and found by that the deceased employee had acquired a temporary status prior to his death. He was appointed as a casual Khalasi on 26-7-72. Opposite party has granted him all facility of CPC Scale on 28-2-79, therefore on the factual side the deceased employee has acquired temporary status.

28. It is also a fact and found to have been proved that the deceased employee died during railway service on 28-11-86 in railway hospital during his service period. Therefore the provisions of this circular (supra) is clearly applicable to the deceased employee when had expired on 28-11-86

29. Claimant has also filed a circulated dated 30-4-97 paper no.12/2 on the subject of appointment on compassionate grounds covering cases of wards of casual labour having temporary status who did in harness. This circular of the Ministry which was issued on 01-4-97 provides in cases where the casual labour with temporary status dies in harness and if the case presence features constituting extreme hardship. . . .

the General Manager could exercise his personal discretionary powers for giving appointment to the wards of such casual labour on compassionate grounds as casual labour (Fresh Phase) / substitute.

30. Therefore the opposite party has not considered the case of the claimant Bhoori Singh on the basis of the notifications which were issued by the railway ministry itself. Photo copy paper no.14/3-4 -14/5 which have not been proved by the opposite party does not indicate that the case of the claimant have been duly considered. Therefore these photocopies do not carry any weight which has been denied by the claimant himself.

31. It has been stated on oath by the claimant that after the death of his father he himself is unemployed and neither he has been given any employment nor granted family pension.

32. Therefore in my considered view if the General manager has taken cognizance of all these facts. that the employ has died in harness then the claimant could have been engaged as casual labour and if it had been done so by the General Manager of the railway there could not have been going to any financial hardships on the railway exchequer. Since the Industrial Dispute Act is a social legisiation meant for the welfare of the poor rung of the labour society therefore considering the liberal attitude the tribunal is taking a view that the, entire act of the opposite party as referred to in the schedule of reference of order is neither just and not fair.

33. Considering the overall effect of the case, the tribunal is bound to hold that not providing the family pension to the wife of the deceased employee as well as not granting compassionate appointment to the son of the deceased it held to be wholly illegal and unjustified.

34. Accordingly it is ordered that the award of the tribunal should be complied with after thirty days of the publication of the award.

35. Reference is therefore answered in favour of the aggrieved persons and against the opposite party.

RAM PARKASH, Presiding Officer

नई दिल्ली, 7 मई, 2012

का.आ. 1866.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्नाटका बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 62/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-2012 को प्राप्त हुआ था ।

[सं. एल-12012/32/84-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 7th May, 2012

S.O. 1866.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/1992) of the Central Government Industrial Tribunal-Cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the management of Karnataka Bank Ltd. and their workman, received by the Central Government on 7-5-2012.

[No. L-12012/32/84-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated: 16th April, 2012

PRESENT

SHRI S.N. NAVALGUND

PRESIDING OFFICER

C.R.No.62/1992

I PARTY	II PARTY
Shri Ashok S. Hegde,	The Chairman,

S/o Shri S.G. Hegde, 1st Block, Rajaji Nagar, Bangalore-560 010

Karnataka Bank Ltd, H.O, Mangalore, Mangalore- 575003

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) has referred this dispute vide order No. L-12012/32/84/D.1V(A)/IR.B.-III dated 20-7-1992 for adjudication on the following Schedule:

SCHEDULE

"Whether the action of the management of Karnataka Bank Ltd. in dismissing Shri Ashok S. Hegde vide order No.PIR:13364/78 dated 1-12-1978 was justified? If not, to what relief the workman is entitled to"?

2. The brief facts of the case are that the first party who was employed as a Clerk-Cum-Cashier in the Haveri Branch of the second party bank while working in that capacity it was alleged that he had fraudulently withdrawn a sum of Rs. 5000.00 from the account of one of the customers using a forged cheque and without getting the cheque passed by the concerned officer. The said act of alleged fraud was detected on the next day and upon such discovery the second party immediately reimbursed the amount that was withdrawn by the first party. But having regard to the serious nature of the act the second party initiated disciplinary action and he was held guilty of misconduct of fraud and he was dismissed from service. Consequent to raising of dispute before the Assistant Labour Commissioner (Central), Mangalore and its failure the Central Government made this reference for adjudication as to "Whether the action of the management of Karnataka Bank Ltd in dismissing Shri Ashok S. Hegde vide order No.PIR:13364/78 dated 1-12-1978 was justified? If not, to what relief the workman is entitled to"?

3. This tribunal having regard to certain allegations made in the claim statement of the first party while ,raising an issue touching the fairness of the Domestic Enquiry after receiving the evidence of both sides by order dated 2-3-1999 held the Domestic Enquiry being fair and proper. Subsequently after hearing the arguments on merits passed award holding that the charge was not established and directed his reinstatement with continuity of service. When the said order was challenged by the second party before the Hon'ble High Court of Karnataka in Writ Petition No.36925/2001 (L- TER), the Hon'ble High Court by order dated 02-03-2006 quashed the said award and remitted back the matter to this court with direction that the parties be afforded to lead such additional evidence, if so warranted and to re-hear the matter and pass an award.

4. Pursuant to the said order of remand the reference was taken in its original number and called upon the parties to lead evidence if any. Accordingly on 08-02-2007 the counsel appearing for the first party filed first party affidavit, but as he did not turn up for cross-examination though several opportunities were given to appear, ultimately on 3-9-2007 while discharging his cross examination the matter was posted for arguments. Though several adjournments were granted neither the first party nor his counsel appeared, but on 17-9-2010 Shri Muralidhar, Advocate filed memo of Shri N.G. Padkhe, advocate appearing for the first party to the effect that the first party workman being expired without leaving any dependent legal heirs as per the information received by him from the relatives of the first party the reference may be closed for want of prosecution. Since the Domestic Enquiry conducted by the second party against the first party has been held as fair and proper and the same has not been disturbed and the first party who filed his affidavit after remand by the Hon'ble High Court of Karnataka never appeared for cross examination that affidavit evidence led by him cannot be taken into consideration at all. Since the Domestic Enquiry has been held as fair and proper and the same remained undisturbed, it was for the first party to demonstrate the enquiry finding was being perverse, but as already adverted by me above, no such attempt being made to demonstrate the same being perverse and on the other hand it has been requested by the advocate who was appearing for the first party that in view of his death without leaving any legal heirs the reference may be disposed off, I find no reason to interfere either in the enquiry finding holding the deceased first party guilty of the charge levelled against him of fraudulently withdrawing a sum of Rs.5000/- from the account of one of the customers using forged cheque and without getting the same passed by the concerned officer. Since the said act on the part of the deceased first party who was entrusted with. a responsible work of Clerk-Cum-Cashier was a serious act as such I find the punishment imposed being not disproportionate. Under the circumstances I find no reason to interfere either in the finding. of the enquiry officer or in the punishment imposed by the disciplinary authority.

5. In the result, I pass the following award:

AWARD

The reference is rejected holding that the action of the management of Karnataka Bank Ltd, in dismissing Shri Ashok. S. Hegde vide order No.PIR:13364/78 dated 1-12-1978 is justified and he is not entitle for any relief.

(Dictated to PA transcribed by her corrected and signed by me on 16-4-2012)

S.N. NAVALGUND, Presiding Officer

नई दिल्ली, 7 मई, 2012

का.आ. 1867.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 187/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2012 को प्राप्त हुआ था ।

[सं. एल-12012/679/98-आई आर (बी-I)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 7th May, 2012

S. O. 1867.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 187 / 1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State of Bank of India and their workmen, received by the Central Government on 3-5-2012.

[No. L-12012/679/98-IR (B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/187/99

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Nandu Kumar,
S/o Shri Mathura Choudhary,
At & Po Khongapani Colliery,
Budhu Singh Dafai Khongapani Colliery,
Distt. Korea (MP) ...Workman

VERSUS

The Branch Manager,
State Bank of India,
PO Khongapani Colliery,
Distt. Korea (MP) ...Management

AWARD

Passed on this 23rd day of April 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/679/98-IR(B-I) dated 3-5-99 has referred the following dispute for adjudication by this tribunal :—

" Whether the action of the management of State Bank of India, Khongapani, Distt. Korea (MP). in terminating the services of Shri Nandu Kumar S/o Shri Mathura Chowdhary waterman w.e.f. 1-8-98 and not considering him for further employment under Section 25-N of the I.D.Act is justified? If not, to what relief is the workman entitled for?"

2. The case of the workman, in short, is that Shri Nandu Kumar was engaged in March, 1996 for the work of waterman on the monthly payment of Rs.100 per month at Khongapani branch of the Bank. He worked till July, 1998. It is stated that he was paid wages by Banker's cheque. He had also worked as messenger against leave vacancy when Shri Ujjar Singh was on leave and was paid Rs.15 per day. It is stated that in the year 1996 the workman had worked 125 days, in the year 1997 for 365 days and in the year 1998 till 31-12-98 for 243 days. It is submitted that the workman be reinstated.

3. The management appeared and filed Written Statement by way of statement of claim. The case of the management, interalia, is that the alleged workman was engaged as a canteen boy in the Khongapani branch of the Bank in the Staff Canteen. It was controlled by the Local Implementation Committee (in short LIC). The Branch Manager was President of the said committee. Union Representative was Secretary and one more staff member was member who used to run the canteen. The said committee recruited canteen boy. The Bank had nothing to do with that recruitment. The canteen boy was not employee of the Bank. He was engaged as Canteen boy from August, 1995 to July, 1998 on Rs.300 per month. Subsequently the wages was increased to Rs.500 per month. The payment was made through cheque. The further case is that he was also engaged as casual labour on contract basis for filling water in pots for which he was paid Rs.100 per month. It is stated that sometimes in absence of the regular messenger, he was engaged on purely contractual basis for few days. It is stated that there is no violation of any of the provision of the Industrial Dispute Act 1947 (in short the Act, 1947). Under the circumstances, the workman is not entitled to any relief and the reference be answered accordingly.

4. On the basis of the pleadings of the parties, the following issues are framed—

I. Whether the action of the management in terminating the services of the workman w.e.f. 1-8-98 is legal and justified?

II. Whether the action of the management for not considering him for further employment under Section 25 H of the Act, 1947 is justified?

III. To what relief, the workman is entitled?

5. Issue no. I

To prove the case, the workman is examined. He has stated that he used to do work of waterman and did not do any other work. He got Rs.100 per month by the Banker's cheques. This shows that it was a contract to the workman for the work of water as has been pleaded by the management and for that the wages was paid under a stipulation. The evidence of the workman shows that the

provision of Section 2(oo)(bb) of the Act, 1947 is applicable in view of the stipulation of work agreed between the management and the workman. This shows that the termination by the employer is not a retrenchment. The workman has filed photocopies of banker's cheque which are paper Nos. 5/16 to 5/34. These banker's cheque are also admitted by the management in his pleading wherein it is stated that Rs.100 per month was paid on the engagement to the workman on contract basis for filling water in pots. This fact appears to be more probable as the payment was Rs.100 per month only. This witness has also stated that he did not do any other work. His pleading is also inconsistent. At one stage, he had stated that he worked till July 1998 whereas at other place in the pleading, he had stated that he worked till 31-12-1998 but no paper is filed to show that he worked after July, 1998. Thus the evidence of the workman is not sufficient to prove his case.

6. On the other hand, the management has examined two witnesses. The management witness Shri Manoj Kumar was working as Assistant Manager at Khongapani branch of the Bank. He has stated that Shri Nandu Kumar was canteen boy who was engaged by the LIC (Welfare Committee). He was not employee of the bank. He has also stated that in addition to his engagement as canteen boy, he was engaged on contract basis from May, 96 to July ,98 for filling water in pots and Rs.100 per month was paid as contract rate by the Bank. This appears to be probable that for filling water in pots only he was paid Rs.100 per month to the workman. This shows that the provision of Section 2(oo)(bb) of the Act, 1947 is attracted and his termination of contract is not a retrenchment and there is no violation of any provision of the Act, 1947. Another management witness Shri Arun Kumar Srivastava was Branch Manager at the relevant time. His evidence appears to be same and corroborated the case of the management. Thus it is clear from the evidence adduced by both the parties show that the action of the management is legal and justified. This issue is decided against the workman and in favour of the management.

7. Issue No. II

On perusal of the pleadings of the workman, it is clear that the workman has no case that any other person is taken in employment after him. Thus it is clear that the provision of Section 25 H of the Act is not attracted in the case. This issue is accordingly answered.

8. Issue No. III

On the basis of the discussion made above, it is evident that the action of the management in terminating the workman from services is justified and the provision of Section 25 H is not attracted. As such the workman is not entitled to any relief. Accordingly the reference is answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 8 मई, 2012

का.आ. 1868.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 166/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-2012 को प्राप्त हुआ था ।

[सं. एल-41011/33/97-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 8th May, 2012

S. O. 1868.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 166 / 1998) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P) as shown in the Annexure in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 7-5-2012.

[No. L-41011/33/97-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 166 of 1998

BETWEEN

Deenanath Tiwari,
Mandal Sanghtan Mantri,
Uttar Railway Karmchari Union
119/74 Quarter No. 61,
Naseemabad,
Kanpur

And

The Divisional Railway Manager,
Northern Railway,
Allahabad Division,
Allahabad

AWARD

1. Central Government, MoL, New Delhi, vide notification No.L-41011/33/97-(IR(B-1) dated 28-8-98, has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the management of DRM, Northern Railway Allahabad, in not regularizing the services of the workers enclosed in the annexure to the reference order is legal just and fair? If not to what relief the workers are entitled?

3. Brief facts are—

4. It is alleged by the Union that the concerned workmen were working under Janta Labour Cooperative Society Dhankutty Kanpur for the last many years. It is further alleged by the claimant union that the concerned workmen were utllized to work under Chief Goods Superintendent Northern Railway /GMC / TPT, Kanpur through Janta Labour Cooperative Society, Kanpur for the work of goods labour handling. But the said society resigned from the work of handling the goods on 4-4-96. Till 4-4-96 they used to get the wages from Janta Cooperative Society Kanpur, payment of which was being made by the opposite party. After resignation of the society, the workers used to continue to work against labour handling under Chief Goods Superintendent Kanpur with effect from 5-4-96 and they were being paid their wages by the railway authorities accordingly.

5. After putting in more than 120 days of continuous service under the opposite party they have acquired temporary status, but the railway authorities refused to make payment of the scale which was due to them. When they raised demand for their regularization in the service of the railway the opposite party failed to act in a positive manner. It is further alleged by the union that during the course of conciliation proceedings before ALC, Kanpur, there had been an inspection of the site where all the workmen (32 in number) were found to be working and the signatures of all the workmen were obtained by the ALC which was countersigned by him also which shows that all the workmen were working under the supervision and control of the opposite party.

6. Lastly it is prayed that non regularization of the services of the workmen, denial of regular pay etc. to the concerned workmen are against the principle of natural justice and they are entitled to be regularized in the services of the opposite party railway administration with full back wages and consequential benefits.

7. Opposite party has filed its reply vehemently denying the entire facts pleaded by the claimant union in his statement of claim inter-alia further alleging that the list enclosed with reference order is not authenticated. It is further alleged that whenever there was need of work under the opposite party they used to take work from the labour from open market. When the applicants have not worked with the opposite party, it is absolutely wrong to say that they at any point of time have acquired temporary status. From the pleadings of the opposite party it is clear that it is an admitted fact that the union has moved a conciliation proceedings before the ALC Kanpur, wherein a list of workers have been submitted containing the names of the workers involved in the present case. It is further pleaded by the opposite party that the union has named a workman by name Sujeet Kumar Ekka in the conciliation proceedings and further that no multiplicity of litigating can be raised in one dispute. It is further pleaded by the opposite party that the work at GMC/TPT Kanpur is of purely temporary in nature and whenever work was required the same was got done through the labor from open market. Under the facts and circumstances of the case it has been prayed by the opposite party that the claim is absolutely bogus and vague and deserves to be rejected.

8. Rejoinder statement has also been filed by the union wherein nothing new has been pleaded except reiterating the fact already pleaded by the union in his statement of claim.

9. Both the parties have adduced oral evidence. Whereas claimant has adduced himself as w.w.1 Sri Anil Parkash Tiwari, W.W.2 Sri Vindhyachal, W.W.3 Sri Sita Ram Pant, opposite party has adduced Z Ekka Chief Commercial Controller NCR Kanpur as M.W.1.

10. Claimant has also filed documentary evidence which are photostat copies. This is the inspection report dated 23-05-97 alleged to be done by ALC Kanpur. There is a list of 32 persons enclosed with the inspection report along with certain other documents.

11. A bare perusal of the reference order would go to reveal that whether action of the opposite party in not regularizing the services of the workers disclosed in the list attached with the reference order. In this regard it may be pointed out here that it is the own case of the union that the workers involved in the instant case were the employees of Janta Labour Co-operative Society Dhankutty Kanpur and they had never been given direct employment by the opposite party and that when the above society withdrew from the contract then they started working with the opposite party and they were made payment by the opposite party. It is no where alleged by the union that the services of these workers were ever retrenched by the opposite party in breach of violation of the provisions of the Industrial Disputes Act, 1947. They have straight away raised a dispute of regularization of their services by the opposite party where as it has been categorically denied by the opposite party that the concerned workmen were never in the employment of the opposite party therefore, question of regularization of service does not arise.

12. Moreover, the tribunal has further made its best endeavor to find out the correctness of the case of the claimant union and has also examined carefully the witnesses produced by the claimant. On a careful consideration of the oral evidence adduced by the union, the tribunal find it very difficult to believe the same that the original list of workers have not been enclosed along with the inspection report alleged to have been done by the ALCC Kanpur and whatever list of workers are available on record either sent by the Ministry of labour or filed by the union itself they all are different, therefore, the same cannot be believed.

13. Not but the least it may further be pointed out that ordering regularization of a worker is not the function

of the court or tribunal as per settled legal position. It will fall within the domain of the employer to consider regularization of its worker considering the vacancy of the category in which the workers are employed. Since it is the own case of the workers through the union that they had never been directly employed by the opposite party therefore, question of raising demand of regularization of their services in the shape of industrial dispute does not arise. Hence it is concluded that the demand of the union is absolutely vague baseless and unwarranted and on these basis the union cannot be granted any relief as claimed by him in their claim statement. Hence reference is liable to be answered against the union and in favour of the opposite party.

RAM PARKASH, Presiding Officer

नई दिल्ली, 8 मई, 2012

का.आ. 1869.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 36/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-2012 को प्राप्त हुआ था ।

[सं. एल-12012/382/99-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 8th May, 2012

S. O. 1869.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36 /2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 7-5-2012.

[No. L-12012/382/99-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 36 of 2005

BETWEEN

Sri Pushpendra Kumar,
Son of Sri Kamlesh Kumar,
Resident of House No. 22/285,
Nagla Shola Bhola,
Motilal Nehru Road, Agra.

And

The Deputy General Manager, State Bank of India,
Regional Office,
Sanjai Place
Agra

AWARD

1. Central Government, MoI, New Delhi, vide notification no. L-12012/382/99- IR-B-I dated 26-10-05 has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the management of State Bank of India Agra in terminating the service of Sri Pushpendra Kumar from the year 1998 is justified or not? If not to what relief he is entitled to and from which date?

3. Brief facts of the case are-

4. That the claimant states that he was engaged as a Safai Karmchari under the opposite party and worked at different branches at Agra. It is further alleged by the workman that the work against, he was engaged by the opposite party was of permanent nature. He was not engaged by the opposite party as per exigency of the work. It is also stated by the claimant that the opposite party bank opened its new branches in district Agra and inducted fresh hands after the termination of his services for doing the same work as was being performed by the workman, but he was not provided any opportunity of reemployment. The name of such persons is Mukesh at Kamla Nagar Branch of the bank, where as the workman was having preferential right in the matter of reemployment. It is further stated that during the period of 1995 to 98 he had worked at branch office of the opposite party bank at Sarojini Naidu Hospital. The opposite party being governed by the provisions of article 12 of Constitution of India has not acted like a model employ and by indulging in unfair labour practice the opposite party exploited the service of the workman. It is also alleged by the workman that he had worked continuously for the period Jan. 1995 to 19-03-98 but the opposite party during the aforesaid period paid wages to the workman only for 122 days. The workman was never issued any appointment letter nor he was directed to mark his attendance in the attendance register nor was his attendance marked by the opposite party. It is also stated by the workman that at bank's branch Jeewani Mandi Agra there existed a regular and permanent vacancy of safai karmchari, and when this fact came to the notice of the workman he vide his representation made a request before the Branch Manager of City office of the bank and the branch manager after verifying the working days returned the application to the workman which was duly submitted by him before the opposite party through registered post for his empoyment but all remained in vain. It also pleaded by the workman that at the time of termination of his services the opposite party bank has not followed the provisions of Industrial Disputes Act, 1947. No seniority list was prepared by the employer in respect of the workers engaged by the opposite party for scavenging work in the city of Agra. Further the case of the workman is that he was not given preference at the time of engaging fresh hands by the opposite. Opposite party after disengagement of the service of the workman appointed fresh hands by name Sri Jai Singh son of

Sri Bhogi Ram Branch office Sarojinidu Hospital, Agra, Mukesh son of Sri Tinchu Branch office Heera Bagh Colony, Agra, Kamlesh son Ramesh branch office Balkeshwar Agra, Manmohan son of Deep Chand Branch office Kerawali, Agra, Sanjai son of Sri Makhan branch office Shahpur Brahmin in Agra, Mahavir son Sri Pyarelal Main Branch Chipi Tola Branch Agra, Smt. Sudha wife of not known, at branch office Khanada, Agra. Workman is a member of scheduled caste and safai work is being done by a member of scheduled caste and that he is otherwise qualified for the appointment at the post of Safai Karmchari in the bank. He is unemployed with effect from 20-03-98 and despite his best efforts he could not get any suitable engagement for his lively hood. On the basis of above it has been requested by the workman that he be directed to be reinstated in the services of the bank with full back wages, continuity of service and with other consequential benefits attached with the post.

5. The opposite party bank has filed their reply against the claim petition of the workman stating there in that the present dispute is liable to be rejected in view of decision rendered by the constitutionals bench in the case of Smt. Uma Devi versus State of Karnataka. The petitioner was never appointed in the bank. There exist no relationship of master and servant between the bank and the workman. The opposite party being a public sector financial institution is having its own rules and regulation for appointing persons from open market and no authority is competent to appoint any person in contravention of the recruitment rules.

6. On merit it has been pleaded by the opposite party that the claimant was never appointed at any of its branch in the city of Agra in any capacity whatsoever. The opposite party has denied the working of the workman for the period 1995 to 1998 an also denied the fact that he was ever paid wages only for 122 days.

7. It is also denied by the opposite party that there existed any vacancy of safai karmchari at its Jeewani Mandi Branch. It is also denied that the workman had ever moved any application for his appointment in the bank. In Para 14 of their written statement it was admitted by the opposite party bank that the workman worked at Agra City and SN Medical College Agra branch for the following period, viz., in the year 1995 for 85 days, in 1996 for 51 days and in 1997 for 11 days, thus in all he had worked for 147 days as safai karmchari. It is also denied that the workman had ever completed more than 240 days or more in a calendar year preceding the date of his retrenchment. He was never appointed in the bank by any appointment order therefore, question of termination of his services does not arise. In the end it is stated that the workman has failed to' make out any case in his favor against the opposite party bank for grant of relief by this tribunal as claimed by him and as such the claim of the claimant is liable to be rejected.

8. No rejoinder has been filed by the workman in the case.

9. Workman has filed documentary evidence besides examining himself as W.W.1, whereas the opposite party has examined its witness M.W.1 Sri Chabinath Gaur.

10. Opposite party has also filed the document which was summoned by the order of the court.

11. Heard and perused the record.

12. The short question to be decided in the case is as to whether any right has accrued in favor of the claimant under the provisions of Industrial Disputes Act.

13. Witness M.W.1 has specifically stated on oath that there is no sanctioned post of sweeper at Agra City Branch. It is also stated that to fill up the vacancy in the bank which is a public sector body, there is a prescribed procedure to fill up the vacancies and claimant was never subjected to such procedure and was never appointed in the bank by following the prescribed procedure. It is stated that they used to take the work of safai in the bank for fixed hours by calling the labors on daily wage basis.

14. I have perused the evidence. From the evidence it has been found that the claimant has never been appointed on a regular and sanctioned post.

15. Now opposite party has in their reply in para 14 has clearly admitted that the claimant had worked only for 147 days during the period 1995 to 1997. Now it has to be seen whether the claimant has worked for more then 240 days or more in a calendar year preceding the date of his termination. I have gone through the reference. There is no date or month in the reference. Now I have also gone through the statement of claim. In his claim statement the claimant has not specifically mentioned the date of termination but stated that he is unemployed since 20-03-98, where as in his statement as W.W.1 he stated that he had worked till 31-12-98. Now the opposite party has contended that the claimant has given different date and versions whenever he filed his complaint before the ALC and a writ was also filed before the Hon'ble High Court. In the complaint before the ALC he has stated that he had worked from Jan. 1995 to 09-03-98 for 122 days and from 10-03-98 to 28-06-98. When a writ was filed before the Hon'ble High Court he has mentioned that he had worked from Jan. 95 to 27-06-98. Whenever a question was put to him to explain the discrepancies he could not reply. A question was also put to him that in the claim statement he has no where mentioned that he had completed 240 days before the date of his termination. In the reply he has not specifically stated about the discrepancies about the continuity of work and the completion of 240 days or more.

16. Lots of documents have been filed which is paper No.13/25 and 16 papers have been filed vide list paper No.19/2. These are the photocopies of the documents. Regarding these documents I have put a question before the representative for the claimant to say if there is any such document which may prove the working of the 240 days of the claimant. He has not replied in a positive manner.

17. Opposite party has also filed the document vide list 13/2-4. There are 21 documents. Mostly these documents contain the banker's cheque in original. The last cheque appears to be dated 21-9-96 for Rs.80 paid to Pushpendra Kumar claimant. There is other paper on a simple white paper which shows that payment to the claimant has been made as labor charge. This amounts to the period of 1995-96 and the last one appear to be of 23-01-98 and 19-3-98. These are for a single day. Therefore, from all these documents also it cannot be inferred that he has completed for 240 days in a calendar year 1998 or before that. For a moment if I take the date 19-3-98 or 20-03-98 even then it cannot be inferred that he has completed 240 days.

18. Opposite party has filed the copy of the writ petition of the Hon'ble High Court along with other annexure. Therefore, after perusal of the evidence there appears force in the contention of the opposite party. that the claimant had never completed 240 days or more before the date of his termination in a calendar year.

19. The representative for the claimant has raised aversion in the pleading that the opposite party has also committed breach of Section 25H of the Act. Opposite party has opposed this plea. I have gone through the evidence. There is no such cogent evidence in this respect. Claimant simply stated that after his termination the management has employed 3 or 4 safai karmchari. This oral statement of the claimant appears to be absolutely vague in nature as the same is not supported by any documentary evidence, therefore, it cannot be beloved.

20. Opposite party has placed reliance upon a decision 2008 Lab IC 4210 SC Rani Nagar Palika versus Babuji Gabhaji Thakore and others.

21. It is held that burden of proving that the claimant had worked for 240 days or more lies on the claimant himself.

22. Therefore considering all the facts, evidence 2nd circumstances of the case I am of the considered view that the claimant has failed to establish that he had worked for 240 days or more before his termination or (any other person was engaged as safai karmchari after his termination by the opposite party. Therefore, it is held that the opposite party has not committed breach of any of the provisions of the Industrial Disputes Act, 1947.

23. Accordingly it is held that the claimant is not entitled to get any relief pursuant to the present reference order which is decided against the claimant and in favor of the opposite party.

24. Reference is therefore decided accordingly.

RAM PARKASH, Presiding Officer

नई दिल्ली, 8 मई, 2012

का.आ. 1870.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स महाराष्ट्र राज्य खनिकर्म महामंडल मर्यादित नागपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 88/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-3-2012 को प्राप्त हुआ था ।

[सं. एल-29012/77/92-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th May, 2012

S. O. 1870.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Maharashtra State Mining Corporation Ltd. (Nagpur) and their workmen, which was received by the Central Government on 27-3-2012.

[No. L-29012/77/1992-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/88/2006 Dated 14-3-2012

Party No. 1 The Managing Director,
Maharashtra State Mining Corporation Limited, Udhyog, Bhawan, 3rd Floor, Opp. Vikrikar Bhawan, Civil Lines, Nagpur: 440001

Versus

Party No.2 Shri A.S. Marian (Dead)
Substituted by LRs as per order dated 15-09-2010

1(a) Smt. Velangini Marian(wife)

1(b) Shri Mario Joseph Marian(son)

1(c) Smt. Mari Virgin(daughter)

C/o. Dr. L.A. Marian, Near Rajbhawan Garden, Sadar, Nagpur.

AWARD

(Dated: 14th March, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of MSMC Ltd. and their workman Shri A.S. Marian, to C.G.I.T.- Cum-Labour Court, Jabalpur for adjudication, as per letter No.L-29012/77/92-IR (Misc.) dated 04-08-93, with the following schedule :—

"Whether the action of the management of Maharashtra State Mining Corpn. Ltd. in terminating the

services of Sh. A. S. Marian, w.e.f. 15-10-92 is justified? If not to what relief is the workman is entitled?"

Subsequently, the reference was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri A.S. Marian (" the workman" in short), filed the statement of claim and the management of the MSMC Ltd. ("Party No. 1" in short) filed its written statement.

The case of the workman as projected in the statement of claim was that he was in the employment of party no. 1 w.e.f. 29-11-1983, as an Asst. Foreman, Mechanical and his duties were to repair the machines and to do the technical work and though the post against which he was engaged was a clear and vacant post, he was engaged on temporary basis, only with the intention to deny him the benefits and status of permanent employee and he was not placed in the appropriated pay scale of Asst. Foreman and the party no. 1 is an industry and the Central Government is the appropriate government in respect of party no. 1 and party no. 1 is an establishment as defined under Section 25(L) of the Act and as such, provisions of chapter V (B) of the Act are applicable to it and as he was not placed in the appropriate pay scale, he submitted several representations to party no. 1 and despite of receipt of the representations as the party no. 1 did not place him in appropriate scale of pay and he was not regularized in service, he filed a complaint before the Industrial Court, Nagpur bearing no. ULPA complaint no. 556 of 1987 and the matter was compromised on 29-6- 1990 and in view of the compromise, he came to be posted at Pohara Mines as an Asst. Foreman on 02-07-1990 by a written order. The further case of the workman was that after his posting at Pohara Mines, the Manager of the Mines started to harass him in one way or the other, to lower down his reputation and he being aggrieved by such action, sent a notice through his counsel to party no. 1 and after receipt of the notice, party no. 1 decided to get rid of him from service and by order dated 15-06-1992, his services were terminated by the party no. 1 in breach of provisions of Section 25-F and 25-G of the Act and being aggrieved by the order, he filed an application before the ALC (C), Nagpur on 22-09-1992, after which, the party no. 1 withdrew the termination order dated 15-06-1992, but again terminated his services by an order w.e.f. 15-10-1992, without complying the mandatory provisions of law and as about 300 worker were working at Pohara Mines, it was obligatory for party no. 1 to obtain permission from the appropriate authority as provided under section 25(N) of the Act before termination of his services and the party no. 1 neither gave three month's notice nor paid notice pay in lieu thereof and therefore, his termination from services w.e.f. 15-10-1992 is illegal and arbitrary and is therefore, liable to be set aside and since permission under Section 25(N) of the Act was not obtained by party no. 1 he is deemed to be in employment from the date of his illegal termination and is entitled to wages from the date of such illegal termination till his reinstatement in service and by reducing the post held by him, party no. 1 committed illegal change and on that count also, the termination was illegal and due to his overage, he could not able to get employment anywhere else. Prayer was made by the workman for his reinstatement in service with continuity and full back wages and all consequential benefits.

It is necessary to mention here that during the pendency of the reference, the workman died and as such, by order dated 15-09-2010, his legal heirs, namely Smt. Velangini-Marian (wife), Shri Mario Joseph Marian (son) and Smt. Mari Virgin (daughter) were substituted and brought on record.

3. The party no.1 in its written statement has denied the allegations made in the statement of claim and has pleaded inter-alia that the workman had never made any complaint regarding any harassment, to the higher authority and by order dated 15-06-1992, the services of the workman was terminated legally and the provisions of Chapter V- B of the Act do not apply to it and as such, there was no question of obtaining any permission from the authority and such allegations are misplaced and misconceived. Party no. 1 has admitted that the order of termination dated 15-06-1992 was withdrawn but had pleaded that fresh termination order was issued on 15-10-1992 after obtaining opinion of the advocate for the Corporation and compliance of the mandatory provisions of law and the management scrupulously followed the provision of law before issuing the termination order dated 15-10-1992 and the termination of the workman from services is perfectly legal, proper and correct and as such, there is no reason for the workman to be aggrieved with the termination order and there was also no reason to make the reference. The specific plea of party no.1 is that the workman used to be continuously ill during the course of the employment and he himself filed many applications supported by medical certificates about his serious ailment and he himself gave the reason of his continuous ill health and inability to work with it and the workman used to remain habitually absent causing the work of the Corporation to suffer and his habitual absence was also without intimation on many occasions and as such, his termination is perfectly legal, correct and proper and there is no substance in the reference and therefore, the reference is to be answered in negative.

4. The workman besides placing reliance on documents, examined himself as a witness in support of his claim. The workman in his examination-in-chief, which was on affidavit had reiterated the facts mentioned in the statement of claim. However, in his cross-examination, the workman had admitted that he was appointed on 1-12-1983 on temporary basis and he was regularized on 1-1-1990 and

posted at Pohara Mines and he was the only Asst. Foreman working in the mines except one Shri Deshpande, who was on daily wages and he used to proceed on leave on medical ground due to illness and he was on medical leave for 169 days during the period from 1-2-1990 to 20-2-1991 and he was on medical leave from 1- 12- 1991 to 15-6-1992 and he did not file any medical certificate of the doctor and though he had submitted application for leave for the said period, management did not pass any order.

5. It is necessary to mention here that though, party no. 1 had filed the evidence of one [redacted]ant on affidavit, the said witness was not produced for cross-examination. Inspite of giving several opportunities, the party no. 1 did not adduce any oral evidence. The party no. 1 also did not appear on the date of hearing of argument and as such, argument from the side of the workman was heard exparte. However, management has proved the order of termination dated 15-6-1992, the cancellation order dated 1-10- 1992, order of termination dated 3-10-1992, payment of compensation order, detail of salary payable to the workman, seniority list, chart showing period of absence and service book of workman as Exts. M-5 to M-13.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman expired on 14-11-2009 and his legal heirs were brought on record and according to the party no. 1, the services of the workman was terminated terminated for misconduct, and if the workman was from services for misconduct,then it was obligatory for the party no. 1 to conduct an enquiry and no such enquiry was conducted and on that ground, the termination of the workman is illegal. It was further submitted that chapter V- B of the Act is applicable to party no. 1 and as provisions of Section 25-N were not complied with, the, order of termination of the workman is illegal and the workman is entitled to full back wages from the date of the illegal termination till the date of his death i.e. on 14-11-2009.

7. Perused the record including the pleadings of the parties and the evidence produced by them.

According to party no. 1, the order of termination of the workman w.e.f. 15-10-1992 is legal and proper. The said order of termination dated 03-10-1992 had been marked as Ext. M-7. On bare perusal of Ext. M-7, it is found that the ground of termination of the services of the workman has been mentioned as "he was continuously ill and absent of duties". I t is also found from Ext. M-7 that order was passed to pay one month's salary in lieu of notice. There was no order to pay retrenchment compensation as required to be paid even under section 25-F of the Act. Rather, Exts. M-8 and M-9 show that the salary payable to the workman from 15-6- 1992 to 15-10-1992 was adjusted towards the payment of retrenchment compensation as per the termination order dated 15-6-1992. As retrenchment compensation as required u/s 25-F of the Act was not paid to the workman, before termination of his services, the order of termination is illegal.

8. Clause 29 of the Standing Orders applicable to party no. 1 provides the acts of misconduct and according to clause 29(B) (XV), continuous absence without permission or without satisfactory cause for more than ten days amounts to major misconduct. Clause 30 of the Standing Orders provides the penalties for misconduct. Clause 31 (ii) of the Standing Orders prescribes the procedure for imposition of punishment for major misconduct and it says that where the workman is charged with a major misconduct, it is necessary to conduct a departmental enquiry before imposition of the punishment. In this case, Ext. M-7 itself shows that the workman was absent from duty due to illness and as such, it cannot be said that the workman was absent for more than 10 days without satisfactory cause and the same therefore cannot be said to be misconduct. Moreover, before imposition of the punishment, no enquiry as required by the Standing Orders was conducted and as such, the order of termination of the services of the workman is illegal.

9. As per the demand of the workman, party no. 1 produced the documents in respect of the forms submitted u/s 25-O of the Act for closure of party no. 1 and other documents. As per the demand of party no. 1, the workman had admitted the said documents. In form Q-A, party no. 1 has mentioned that the services of 594 employees would be terminated on account of closure of the undertaking and the employees would be paid compensation as specified in section 25-N of the Act. Such admitted facts prove that section 25-N of the Act is applicable to party no..1. However, the mandatory provisions of section 25-N were not complied with, before termination of the services of the workman. Moreover, clause 35 (b)(ii) of the Standing Orders provides that no workman should discharge or terminate from services unless three months notice is given in the case of employees in regular pay scales. Admittedly, the workman was in regular pay scales. So it was necessary to give three months notice to the workman before termination of his services, but the same was not done. Hence, the termination of the services of the workman is illegal.

10. The workman is already dead. Hence, there is no question of passing any order for his reinstatement.The workman had pleaded and also stated in his evidence that after termination of his services, he was not in gainful employment. So taking the entire facts and circumstances of the case into consideration and that due to non-compliance of the provisions of section 25-N of the Act, the workman would have been deemed to be in service from the date of his illegal termination, I think that monetary compensation will meet the ends of justice in this case. In my considered view, the compensation of Rs. 2,50,000 (Rupees two lakhs and fifty thousand only) to the legal heirs of the deceased workman shall be appropriate, just and equitable. Hence, it is ordered:—

ORDER

The action of the management of Maharashtra State Mining Corpn. Ltd. in terminating the services of Sh. A.S. Marian, w.e.f. 15/10/92 is unjustified. As the workman is already dead, his legal heirs as mentioned above are entitled to monetary compensation of Rs. 2,50,000 (Rupees two lakhs and fifty thousand only). The party no. 1 is directed to give effect to the award within one month of the publication of the award in the Official Gazette.

J. P. CHAND, Presiding Officer

नई दिल्ली, 8 मई, 2012

का.आ. 1871.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स मैंगनीज ओर इंडिया लिमिटेड, नागपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 79/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2012 को प्राप्त हुआ था ।

[सं. एल-27011/2/92-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th May, 2012

S.O. 1871.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 79/2003) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Manganese Ore India Ltd. (Nagpur) and their workman, which was received by the Central Government on 4-4-2012.

[No. L-27011/2/92-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/79/2003 Dated : 16-3-2012.

Party No. 1 : The Chairman-Cum-Managing Director, Manganese Ore India Ltd., 3-Mount Road, Sadar, Nagpur.

Versus

Party No. 2 : The Secretary, Sanyukta Khadan Mazdoor Sangh, Chikla Branch, Tah-Tumsar, Distt. Bhandara(M.S.)

Workman: Shri Vasudeo Tulsiram (Dead)
Substituted by legal heirs
(a) Sulochana V. Sarade (Wife)
(b) Sau. Sunilata Tirpude (Daughter)
(c) Nasendra V. Sarade (Son) and
(d) Virendra V. Sarade (Son)

AWARD

(Dated: 16th March, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of MOIL and their workman Shri Vasudeo Tulsiram, to Central Government Industrial Tribunal-cum-Labour Court, Jabalpur for adjudication, as per letter No. L-27011/2/92-IR (Misc) dated 24-6-1993, with the following schdule:—

> "Whether the action of the management of Manganese Ore (India) Ltd. in relation to their Chikla Mine in terminating the services of Shri Vasudeo Tulsiram, U/G piece rated workman w.e.f. 29-4-1989 on the ground of his medical unfitness to work in the underground and not providing him an alternative employment in the above ground mine, is legal and justified? If not, to what relief is the workman is entitled?"

Subsequently, the reference was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, "Sanyukta Khadan Mazdoor Sangh" ("the union" in short) filed the statement of claim on behalf of the workman, Shri VasudeoTulsiram, ("the workman" in short) and the management of the MOIL ("Party No.1" in short) filed its written statement.

The case of the workman as pleaded by the union is that the workman was in the employment of Party no. 1 since 10-07-1971 continuously without any break and as there was some trouble in his eye, he got his eye operated by the specialist, after which, he became capable to perform his duty, but without any letter or prior information, the services of the workman were terminated by party no. 1, illegally from 24-04-1989 and the workman individually and through the union made several representations to party no. 1, for reinstatement in his original post or to provide him any other work in open cast mine, but party no. 1 rejected his request without any valid reason and before termination of the services of the workman, the mandatory provisions of the Act were not complied with and neither one month's notice was given to the workman, nor one month's pay in lieu of notice was paid to him and Juniors to him were retained in service and the workman was not referred to the medical board for check-up of his illness and as such, the termination is illegal, unjust and malafide.

Prayer was made by the union for the reinstatement of the workman in service with continuity and full back wages.

It is necessary to mention here that as during the pendency of reference, the workman died, his legal heirs,

namely, Smt. Sulochana (wife), sau. Sunilata Naresh Tirpude(daughter), Shri Narendra and Shri Virendra (sons) were substituted in his place and brought on record as per orders dated 4-1-2007.

3. The party no.1 in the written statement has pleaded inter-alia that the workman was working as underground piece rated worker at Chikla Mine and during his service period, he developed certain eye problem affecting his vision and due medical attention and treatment was provided to the workman by it, free of cost and the workman was also went through periodical medical check-up by its medical officer and other specialist, but inspite of such treatment, as there had been no improvement in the condition of the eyes of the workman and he remained continuously in the sick list without performing any duties, the competent authority directed for his medical examination by the company's Chief Medical Officer in order to asses his physical and medical fitness for continuance in employment and after his medical examination, the Chief Medical Officer declared him medically unfit for further service in the company, due to his suffering from defective vision for the last one year and as there was no possibility of his recovery from the illness, the services of the workman were terminated on medical ground on 29-04-1989, after giving one month's pay, in lieu of notice, as per the provision of clause 22-B of the certified standing orders and the workman neither challenged the findings of the medical officer nor the order of termination of his services and it was for the first time in August 1991, the union raised the dispute challenging the order of termination directly under the Act, without raising the demand before its management and as such, there is no merit in the dispute.

It is further pleaded by the party no. 1 that the employees working in the Mines are governed by the provisions of Metalliferous Mines Regulations, 1961, Mines Act, 1952 and various other statutes applicable to the Mines and according to these statutory provisions, only those persons, who confirm to the physical and medical standards prescribed under the statutes can be considered for employment or to continue in employment in a Mine and one of the important conditions, so prescribed is that the workman should have the prescribed standard of vision and no person, who does not have the required standard of vision can be considered for continuance in employment, as the same may cause risk and danger to his own life and the lives of his co-workers and it was for this reason, the workman was kept under sick list for a long period and as there was no scope for recovery of the vision of the workman, there was no alternative for it other than to act upon the findings of the medical expert and in view of the facts narrated above, there is no dispute and the dispute raised by the union is not tenable and the workman is not entitled to any relief.

4. It is necessary to mention here that after 12-03-2010, the applicant remained absent and did not appear in the case to contest the case. Though several opportunities were given to the applicants to adduce evidence, they failed to adduce any evidence. The evidence of the only witness from the side of the management remained unchallenged, as none appeared on behalf of the applicants to cross-examine him. As the applicants remained absent, as per orders dated 19-08-2011, the case proceeded ex-parte against them.

5. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. Whenever, a workman raises a dispute challenging the validity of the termination of the services, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produces evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the workman and he would not be entitled to any relief.

6. Applying the above settled principles to the present case at hand, it is found that no evidence has been adduced either by the union or the workman or the applicants (legal heirs of the workman). Moreover, the evidence adduced by the party no. 1 in support of the legality of the termination order of the deceased workman has gone unchallenged. Hence, the reference cannot be answered in favour of the deceased workman or his legal heise. Hence, it is ordered :—

ORDER

The action of the management of Manganese Ore (India) Ltd. in relation to their Chikla Mine in terminating the services of Shri Vasudeo Tulsiram, U/G piece rated workman w.e.f. 29-4-1989 on the ground of his medical unfitness to work in the underground and not providing him an alternative employment in the above ground mine, is legal and justified. The deceased workman or his legal heirs are not entitled for any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 8 मई, 2012

का.आ. 1872.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स मिनरल एक्सप्लोरेशन लिमिटेड, नागपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 73/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2012 को प्राप्त हुआ था ।

[सं. एल-29011/23/98-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th May, 2012

S. O. 1872.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers inrelation to the management of M/s Mineral Exploration Corporation Ltd. (Nagpur) and their workman, received by the Central Government on 23-4-2012.

[No. L-29011/23/98-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI J.P.CHAND, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT, NAGPUR

Case No. CGIT/NGP/73/2002 Dated : 16-4-2012

Party No. 1 The Chairman -Cum - Managing Director
Mineral Exploration Corporation Ltd.,
Seminary Hills, Nagpur-440006.

Versus

Party No. 2 The General Secretary
MEC Employees Union, Seminary Hills, Nagpur- 440006.

AWARD

(Dated : 16th April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of MECL and their union, for adjudication to CGIT-Cum-Labour Court, Jabalpur, as per letter No.L-29011/ 23/98-IR (M) dated 11-12-1998, with the following schedule:—

"Whether the action of the management of Mineral Exploration Corporation Ltd., Nagpur (A Govt. of India Enterprise) in not making payment of V.D.A. to their contingent workmen employed all over the country for the period from 01-10-97 to 31-12-97 along with arrears as has been paid to the regular employees vide their office order no. E(7)/PM/97/3454 dated 28-01-98 is lawful and justified?

Subsequently, the reference was transferred to this Tribunal for adjudication according to law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, "MEC Employees Union", MEC Employees Union", ("the union" in short), filed the statement of claim and the management of the M.E.C.L. ("Party No. 1" in short) filed its written statement.

The case as presented by the union in the statement of claim is that the management of MECL, Nagpur vide their office order dated 28-1-1998 declared payment of VDA w.e.f. 1-10-1997 @ Rs. 1346 per month to those regular employees, whose basic pay was up to Rs. 3500 per month and @ Rs. 2142 to those regular employees, whose basic pay was above Rs. 3500 and upto Rs. 3500 per month and it was ordered that the arrears out of the increase in VDA for the period from 1-10-1997 to 31-12- 1997 would be paid to all the regular employees on roll along with their salary of January 1998, but the increased VDA was not paid to the contingent worker and they were deprived of their legitimate claim of payment of VDA at the increased rate w.e.f. 1-10-1997 onwards, even though, the contingent workmen were also governed by the same set of rules and regulations and standing orders of the company and the said action of the management of the MECL was not only malafide, but also illegal unlawful and unjustified and against the principles of natural justice. The further case of the union is that they raised the industrial dispute before the RLC (c) Nagpur on 25-2-1998, but the management of MECL started making deductions from January 1998 onwards from the wages of its employees, who availed holidays on second Saturday as per custom, usage and practice prevalent in the industrial establishment from its very beginning and no notice of such change was given by the management to its employees and no such notice was also displayed by the management on the notice board, which was statutory as per section 9A of the Act and such action of the management was also illegal and unlawful and subsequently, the management of MECL attempted to justify their action of not paying VDA at the increased rate, on the grounds that the fourth wage revision agreement due from 1-4 -1992 was announced by them in respect of the regular employees and the regular employees, who had accepted the wage revision agreement were only entitled for payment of VDA at the increased rate and in view of the judgment of CGIT, Jabalpur dated 23-2-1980, the contingent workmen are not to governed by the rules and regulations as applicable to the regular employees, as they are being engaged only for the duration of the project and they are liable to be retrenched on completion of work/ closure of the project, but such contention was already nullified by the judgment of the Hon'ble High Court of Judicature of Rajasthan, Jaipur Bench on 28-11-1998 in Civil Writ Petition no. 5425/1991 and the non-payment of the VDA at the increased rate to the contingent workmen w.e.f. 1-10-1997 was malafide and illegal. The union has prayed to pass necessary orders directing to the management to make payment of VDA at the increased rate w.e.f. 1-10-1997 onwards to the contingent workmen along with the arrears from 1-10-1997 onwards with interest @ 18% on the arrears

3.The party no. 1 in its written statement has pleaded interalia that only 29 contingent workmen are working with it all over India at present and the contingent workmen are not entitled to payment of any VDA, as the same is admissible to regular employees and no wage

revision of any kind had been allowed to contingent workman on or after 1-4-1992, since the company doesn't require the services of any contingent workman and as such, the company did not affect any wage revision for contingent workmen and in order to reduce the man power, the company introduced voluntary retirement scheme and so far 2300 officers and staff have already been retired under the said scheme and 29 contingent workmen, who are in employment are though not required, they have not been retrenched, because of the pending SLP in the Hon'ble Supreme Court, inspite of Ministry of Labours permission to retrench them and the contingent workman of MECL are not governed by the same set of rules and regulations as applicable to the regular workmen and the union had raised a similar dispute, which has been referred to CGIT Jabalpur and the same is pending for adjudication and as such, this reference is not maintainable and the union is not entitled for any relief.

4. In is necessary to mention here that on 14-06-2004 and thereafter, neither the union nor anybody else appeared on behalf of the union. Though the case was adjourned from time, to time for adducing evidence from the side of the union, no evidence was adduced, so, by order dated 28-03-2011, evidence from the side of the union was closed.

The party no.1 filed the evidence of witness, Shri Atam Prakash Gera on affidavit. As none appeared on behalf of "the union to cross-examine the witness of party no.1 no cross" order was passed. The evidence of the witness for the party no.1, which is reiteration of the facts mentioned in the written statement, has remained unchallenged.

5. It is well settled that when a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fails.

In this case, the union has not adduced any evidence in support of its claim. Moreover, the evidence adduced by the party no.1 has remained unchallenged. Hence, the reference cannot be answered in favour of the union and no relief can be granted to the contingent workmen. Hence, it is ordered:-

ORDER

The action of the management of Mineral Exploration Corporation Ltd., Nagpur (A Govt. of India Enterprise) in not making payment of V.D.A. to their contingent workmen employed all over the country for the period from 01-10-97 to 31-12-97 along with arrears as has been paid to the regular employees vide their office order no. E(7)/PM/97/3454 dated 28-01-98 is lawful and justified. The contingent workmen are not entitled to any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 8 मई, 2012

का.आ. 1873.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स मिनरल एक्सप्लोरेशन लिमिटेड नागपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 95/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-4-2012 को प्राप्त हुआ था।

[सं. एल-29011/27/97-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th May, 2012

S.O. 1873.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mineral Exploration Corporation Ltd. (Nagpur) and their workmen, which was received by the Central Government on 2-4-2012.

[No. L-29011/27/97-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT /NGP /95/2003 Date: 7-3-2012

Party No.1:

The Chairman-Cum-M. D.,
Mineral Exploration Corp.Ltd.
Seminary Hills,
Nagpur - 440006 (MS)

Versus

Party No.2 :

The General Secretary, MEC Employees
Union, Seminary Hills,
Nagpur - 440 006.(MS)

AWARD

(Dated: 7th March, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the

management of MECL and their Union, to CGIT-Cum-Labour Court, Jabalpur, for adjudication, as per letter No.L-29011/27 /97-IR (M) dated 5-5-1998, with the following schedule :—

"Whether the demand of the MEC Employees Union for wage revision of the contingent employees of MECL at par with the regular employees of the establishment w.e.f. 1-4-1992 is lawful and justified? If so, to what extent".

2. "Whether the demand of the MEC Employees Union for revision of fringe benefits such as children education allowance, washing allowance, Kit allowance, Night shift allowance, encashment of leave, Leave Travel concession, Field duty allowance, books subsidy, Hospital subsidy and Fitment benefits to the extent of one increment as recommended by the wage revision committee in respect of regular employees of MECL w.e.f. 1-4-1992 is lawful and justified ? If so, to what extent".

Subsequently, the reference was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union "MEC Employees Union", ("the union" in short), filed the statement of claim and the management of the MECL ("Party No.1" in short) filed its written statement.

The case as projected by the union in the statement of claim is that they have a convention of setting amicably the wage revision and other related matters such as fringe benefits, condition of service etc. in respect of regular and contingent employees on long term with the party no. 1 and there were settlements under Section 12(3) of the Act between it and the party no. 1 on 8-6-1981, (wrongly mentioned as 8-6-1991 in the statement of claim) and 18-4-1985 and under Section 18(1) of the Act on 17-2-1990 and the third settlement dated 17-2-1990 was operative for a period of four years from 1-4-1988 to 31-3-1992 and the 4th wage revision was due in the year 1992, but party no. 1 did not take the initiative in the matter and they served strike notices in 1992, 1993, and 1994, but party no. 1 was bent on dodging them on one or the other pretext and due to the pressure put by them, a meeting was held on 4th and 5th May, 1995 in the chamber of CMD of party no. 1 and in that meeting, vital decisions were taken including fringe benefits, conditions of service etc for all classes of employees, but the party no. 1 did not take effective action on the decisions taken in the said meeting, inspite of their serving a notice on 2-9-1995 and even party no. 1 went to the extent of disowning the vital decisions taken in the said meeting and therefore, they served a notice dated 23-11-1995 intimating their intention to launch agitational programme starting from 16-12-1995 to 16-2-1996 in phased manner and, in response to the said letter, the party no. 1 vide their letter no. 7-12-1996 requested them for withdrawal of the agitational programme and invited them for discussion on 11-12-1995 and they conceded to the request and the proposed meeting took place on 3-1-1996 and 5-1-1996 instead of 11-12-1995 and in that meeting, party no. 1 assured them that the matter regarding wage revision was under their active consideration, but inspite of the assurance, party no. 1 failed to keep up their promise and did not implement even a single decision taken in the said meeting, so they vide letter dated 24-1-1996 intimated the party no. 1 to hold demonstration on 1st and 2nd February, 1996 (wrongly mentioned as 1st and 2nd January, 1996 in the statement of claim) and due to their intensifying demonstration on 31-1-1996, 2-2-1996 and 3-2-1996, all Issues were discussed at length and they were invited by the CMD for discussion on 19-2-1996 with a view to give final shape to the decisions arrived at in earlier meetings and in view of the said undertaking, they deferred their proposed strike and in the meeting held on 19-2-1996 several decisions including VDA arrears, bonus for 1993-94, addition of increased VDA in the salary were taken and they arrived at a MOU with party no. 1 and they were told that the MOU would be sent to the Ministry concerned for formal approval. The further case of the union is that the issue regarding revision of wage structure effective from 1-2-1992 came for discussion with party no.1 during the Central Bi-partite meeting held on 11th and 12th April, 1996, where in it was decided to constitute a joint committee consisting of their representatives and representatives of party no.1 to consider the charter of demands submitted by the union and a meeting of the joint committee was fixed on 16-5-1996 for consideration of the charter of demands and the Manager (P&A) vide his letter dated 28-9-1996 conveyed them the approval of the decisions taken by the Board of Directors on 24.09.1996 with regard to the payment of interim relief to the unionized workmen w.e.f. 1-4-1996 at 10% of basic pay in lieu of their wage revision and the benefits granted to contingent employees, but party no.1 vide letter dated 15/17-1-1997 forwarded their the final proposal on wage revision only for regular employees, to the Board of Directors and the Ministry of Mines for consideration and they by their letter dated 20-1-1997 requested for making provision for revision of wages for contingent workers, payment of one increment to the workers and payment of arrears In phased manner and thereafter, there were prolonged discussion on a series of occasions and conciliation proceedings were held before the RLC (C), Nagpur, but no amicable settlement could be arrived at between the parties and the conciliation failed and as such, failure report was sent to the Government and before such report was received by the appropriated Govt., the party no.1 at their own introduced unilaterally their revised pay scales and other related benefits and allowances to the regular workman under its circular dated 22-10-1997 and option letters were obtained from the

workers under threat of victimization and coerced methods and the circular of the management and acceptance of option by the workers was illegal and unlawful, as it was issued during the pendency of the conciliation proceedings before the Government, violating provisions of section 33 of the Act. Prayer has been made to answer the reference in affirmative.

3. The party no. 1 in their written statement have pleaded inter-alia that the service conditions of contingent employees were settled by various settlements including settlement dated 6-9-1980, 18-4-1985 and 17-2-1990 and as the matter stood settled by the said settlements, no industrial dispute survives and therefore, the reference should not have been made and a reference had been made by the Government to the CGIT, Jabalpur with the schedule that, "Whether the action of the management of MECL, in not regularizing the services of Shri A.K. Jonson and 2144 as per Annexure- A attached and depriving them from all fringe benefits like permanent workmen is justified ? It not, to what relief the concerned workmen are entitled ?" and the said reference went upto the Hon'ble Apex Court and the Hon'ble Apex Court have remanded the same to CGIT, Jabalpur and there cannot be two references in respect of similar matter and subsequently, IVth Wage Revision was taken up by them, but the union did not agree to the reasonable suggestion given by them and as a measure of good will, they voluntarily revised the wages and issued a circular dated 22-1-1997 giving additional benefits to their employees and the wage revision was accepted by almost all the employees and the matter was amicably settled and therefore, no industrial dispute survives and the reference made by the Govt. is without considering relevant materials, which were already available on record. It is further pleaded by the party no.1 that though there were more than 2000 contingent employees, due to closure/retrenchment/ voluntary resignation etc, they are no more in service and as such, there is no question of any wage revision for them and the union has no locus standi in the matter, as the entire work force has accepted the wage revision and it is passing through a very severe financial crises and is unable to bear any further increase in wages and has taken austerity measures including reduction of man power and as by circular dated 22-10-1991, the issues of various fringe benefits were settled, the reference has become infructuous and dispute regarding grant of wage revision to contingent workmen at par with regular employees was never raised before the conciliation officer, though there was demand of revision of wages of contingent workmen and as such, the reference is bad in law and the union had challenged its action in offering wage revision to the employees in District Court vide Civil Suit no. 1536/97 and the Civil Suit was dismissed by order dated 28-10-1997. Prayer has been made to answer the reference in negative.

4. It is necessary to mention here that after 28-1-2009, the union did not appear in the case to contest the same. Even though, the case was adjourned on number of occasions for adducing evidence from the side of the union, union failed to adduce any evidence. As the union did not appear in the case on 12-10-2011, order was passed to proceed exparte against the union.

5. The party no. 1 filed the affidavit of witness Atam Prakash Gera. The evidence of the said witness remained unchallenged, as none appeared on behalf of the union to cross-examine him.

6. It is well settled that when a dispute challenging the validity of the action of the management is raised, it is imperative for the applicant to file written statement before the Industrial Court setting out grounds on which the action is challenged and the applicant must also produces evidence to prove his case. If the applicant fails to appear or to file written statement or to produce evidence, the dispute referred by the Government cannot be answered in favour of the applicant and the applicant could not be entitled to any relief.

In this case, the union has not adduced any legal evidence in support of its claim. On the other hand the evidence adduced by the party no.1 has gone unchallenged. In view of the unchallenged evidence adduced by the party no.1 and in absence of any rebuttal evidence from the side of the union, the reference is to be answered in negative. Hence, it is ordered :

ORDER

The demand of the MEC Employees Union for wage revision of the contingent employees of MECL at par with the regular employees of the establishment w.e.f. 1-4-1992 is unlawful and unjustified.

2. The demand of the MEC Employees Union for revision of fringe benefits such as children education allowance, washing allowance, Kit allowance, Night shift allowance, encashment of leave, Leave Travel Concession, Field duty allowance, books subsidy, Hospital subsidy and Fitment benefits to the extent of one increment as recommended by the wage revision committee in respect of regular employees of MECL w.e.f. 1-4-1992 is unlawful and unjustified. The applicant is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 8 मई, 2012

का.आ. 1874.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स हिण्डालको इण्डस्ट्रीज लिमिटेड, सोनभद्र उ. प्र. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के

पचाट (संदर्भ संख्या 134, 135, 136, 137/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2012 को प्राप्त हुआ था।

[सं. एल-29012/15, 16, 14, 12/2000-आईआर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 8th May, 2012

S.O. 1874.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.134, 135, 136, 137/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hindalco Industries Ltd., (Sonebhadra UP) and their workmen, which was received by the Central Government on 11-4-2012.

[No. L-29012/15,16,14,12/2000-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

PRESIDING OFFICER: SHRI MOHD. SHAKEEB HASAN

CASE No. CGIT/LC/R/134/2000

Shri Ramnaresh Srivastava Chaurasia,
Dharamkanta, N.H.-7, Rewa Road,
Mehar, Distt. Satna (MP) ...Workman

Versus

The Hindalco Industries Ltd.,
P.O Renkoot,
Sonebhadra (UP) ...Management

CASE No. CGIT/LC/R/135/2000

Shri Sheshmani Shukla,
Vill Chilla,
PO Jaitwara,
Distt. Satna (MP) ...Workman

Versus

The Hindalco Industries Ltd.,
P.O Renkoot,
Sonebhadra (UP) ...Management

CASE No. CGIT/LC/R/136/2000

Shri Vijendra Kumar Rajak,
S/o Shri Sudarshandas Rajak,
Q Type 33/139, Ordnance Factory,
Katni (MP) ...Workman

Versus

The Hindalco Industries Ltd.,
P.O. Renkoot,
Sonebhadra (UP) ...Management

CASE No. CGIT/LC/R/137/2000

Shri Narayan Prasad Gautam,
S/o Shri Chottey Lal Gautam,
Vill Chaurehi,
P.O. Chithara,
Distt. Satna (MP) ...Workman

Versus

The Hindalco Industries Ltd.,
P.O. Renkoot,
Sonebhadra (UP) ...Management

AWARD

Passed on this 28th day of March, 2012

1. (a)The Government of India, Ministry of Labour vide its Notification No.L-29012/15/2000/IR(M) dated 10-7-2000 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Raw Materials Division of Hindalco Industries Ltd. situated at Katni/Satna in terminating the services of Shri Ramnaresh Srivastava S/o Shri Hannuman Prasad Srivastava from February 1996 after engaging continuously from April 1993 is justified ? If not, to what relief the concerned workman is entitled ?"

(b) The Government of India, Ministry of Labour vide its Notification No. No.L-29012/16/2000/IR(M) dated 11-7-2000 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Raw Materials Division of Hindalco Industries Ltd. situated at Katni/Satna in terminating the services of Shri Sheshmani Shukla from February 1996 after engaging continuously from August 1985 is justified ? If not, to what relief the concerned workman is entitled ?"

(c) The Government of India, Ministry of Labour vide its Notification No.L-29012/14/2000/IR(M) dated 11-7-2000 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of Raw Materials Division of Hindalco Industries Ltd. situated at Katni/Satna in terminating the services of Shri Vijendra Kumar Rajak from February 1996 after engaging continuously from August 1985 is justified ? If not, to what relief the concerned workman is entitled ?"

(d) The Government of India, Ministry of Labour vide its Notification No.L-29012/12/2000/IR(M) dated

11-7-2000 has referred the following dispute for adjudication by this tribunal :—

" Whether the action of the management of Raw Materials Division of Hindalco Industries Ltd. situated at Katni/Satna in terminating the services of Shri Narayan Prasad Gautam S/o Shri Chottey Lal Gautam from February 1996 after engaging continuously from February 1996 is justified ? If not, to what relief the concerned workman is entitled ?"

2. All the four references are taken up together as all are on a common subject matter against the same management. The issues are also same in all the cases.

3. The cases of the workmen are similar and have filed separate statement of claims but in Case No. R/137/2000, no statement of claim is filed. The case, in short, is that the workmen were appointed by the management in the month of August 1985 and were working continuously at Majhgawan siding till March 1996. Thereafter they had been terminated from the services. It is stated that no notice was given to them nor any compensation was paid in view of the provision of Industrial Dispute Act, 1947 (in short the Act, 1947). They had worked more than 240 days. It is stated that those persons who were juniors to them are still working in the services of the management and principle of "first come last go" is not followed. It is stated that after termination from the services, the workmen are unemployed. It is submitted that the workmen be reinstated with back wages.

4. The management appeared and filed Written statement in the form of counter statements separately but same. The case of the management, interalia, is that the non-applicant No.1 is a company registered under the Companies Act, 1956 having its captive mines of bauxite located in different states for the production of primary Aluminium. On scarcity sometimes bauxite was purchased from outside independent contractors and accumulated bauxite was loaded at Railway Sidings once or twice in a month by casual labours occasionally. The workmen were occasionally engaged on casual basis to carry out the aforesaid casual and intermittent nature of job in a month. They are not engaged permanent basis nor worked continuously. They were never engaged 240 days in the preceding twelve calendar months from the date of the alleged disengagement. There was no regular nature of job nor they were engaged at Majhgawan Siding continuously. It is stated that the industrial dispute raised by the workmen is illegal and based on incorrect facts and therefore the provision of the Act, 1947 is not violated. It is submitted that the workmen are not entitled to any relief.

5. On the basis of the pleadings of the parties, the following issues are framed for adjudication—

I. Whether the action of the management in terminating the services of the workmen from [illegible] justified?

II. To what relief the all or any of the workmen are entitled ?

6. The workmen after appearing in the reference filed statement of claims except the workman Shri Narain Prasad Gautam. Thereafter they became absent. Lastly the then Tribunal proceeded the reference cases exparte against all the workmen.

7. Issue No. I

The management examined one witness to substantiate his case. The management witness Shri Brij Kishore Jha is Deputy Chief General Manager. He has supported the case of the management in his evidence. He has stated that the workmen were engaged seven or eight days in a month for casual work on casual basis. They were never employed for regular works on regular basis. They were never employed for 240 days In any calendar year and therefore no show-cause notice or chargesheet was required to be served on them. His evidence is unrebutted. There is no reason to disbelieve his evidence. His evidence clearly shows that any provision of the Act, 1947 is not violated. Accordingly this issue is decided against the workmen and in favour of the management.

8. Issue No. II

On the basis of the discussion made above, it is evident that the workmen were not continuously employed by the management and they had not completed 240 days in twelve calendar months preceding the date of their disengagement. Thus they are not entitled to any relief as the provision of the Act, 1947 was not violated. The above references are, accordingly, answered.

9. In the result, a common award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 8 मई, 2012

का.आ. 1875.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सतना स्टोन एंड लाईम कंपनी लिमिटेड, सतना एम. पी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 26, 27, 28, 29, 30, 80, 81, 82, 83 एवम् 84/08) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2012 को प्राप्त हुआ था।

[सं. एल-29012 /21, 22, 23, 24, 25, 55, 56, 57, 58, 59/2008-आई.आर.(एम)]

[illegible], अवर सचिव

New Delhi, the 8th May, 2012

S.O. 1875.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26, 27, 28, 29, 30, 80, 81, 82, 83, and 84/08) of the Central Government Industrial Tribunal/Labour Court, Jabalpur, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Satna Stone Lime Co. Ltd., Satna (MP) and their workman, which was received by the Central Government on 1-5-2012.

[No. L-29012/21, 22, 23, 24, 25, 55, 56, 57, 58, 59/2008-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Case No.CGIT/LC/R/26/08, 27/08, 28/08, 29/08, 30/08, 80/08, 81/08, 82/08, 83/08 and 84/08

Shri Rajul Saroj Kushwaha,
General Secretary,
AITUC Distt. Parishad,
AITUC Office, Sidharth Nagar,
Post Birla Vikas,
Distt. Satna (MP) ...Workmen/Union

Versus

The Managing Director,
Satna Stone Lime Co. Ltd.,
6, Middle Road, Hasting,
Kolkatta ...Management

AWARD

Passed on this 24th day of April, 2012

1. (a) The Government of India, Ministry of Labour vide its Notification No. L-29012(21)/2008-IR(M) dated 4-3-2008 has referred the following dispute for adjudication by this tribunal :—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Shri Chhotkavan Kori S/o Ramnihor Kori and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal? If not, to what relief the workman is entitled to ?"

(b) The Government of India, Ministry of Labour vide its Notification No. L-29012(22)/2008-IR(M) dated 4-3-2008 has referred the following dispute for adjudication by this tribunal :—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Shri Tijola Chamaar S/o Shri Sitaram Chamaar and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal? If not, to what relief the workman is entitled to ?"

(c) The Government of India, Ministry of Labour vide its Notification No. L-29012(23)/2008-IR(M) dated 4-3-2008 has referred the following dispute for adjudication by this tribunal :—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Smt. Phoolmati Kolin W/o Shri Teja Kaul and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal ? If not, to what relief the workman is entitled to ?"

(d) The Government of India, Ministry of Labour vide its Notification No. L-29012(24)/2008-IR(M) dated 4-3-2008 has referred the following dispute for adjudication by this tribunal :—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Smt. Premiya Chamaarin W/o Shri Chhediial Chamaar and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal ? If not, to what relief the workman is entitled to ?"

(e) The Government of India, Ministry of Labour vide its Notification No. L-29012(25)/2008-IR(M) dated 4-3-2008 has referred the following dispute for adjudication by this tribunal :—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Girija Chamaar, S/o Shri Parag

Chamaar and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal ? If not, to what relief the workman is entitled to ?"

(f) The Government of India, Ministry of Labour vide its Notification No. L-29012(55)/2008-IR(M) dated 10-6-2008 has referred the following dispute for adjudication by this tribunal :—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Shri Hinchal Kaul S/o Shri Sitaram Kaul and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal? If not, to what relief the workman is entitled to ?"

(g) The Government of India, Ministry of Labour vide its Notification No.L-29012(56)/2008-IR(M) dated 10-6-2008 has referred the following dispute for adjudication by this tribunal :—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Shri Ramavatar Kaul S/o Shri Barua Kaul and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal ? If not, to what relief the workman is entitled to?"

(h) The Government of India, Ministry of Labour vide its Notification No. L-29012(57)/2008-IR(M) dated 10-6-2008 has referred the following dispute for adjudication by this tribunal:—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Shri Shayamlal Kaul S/o Late Shri Vishram Kaul and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal ? If not, to what relief the workman is entitled to?"

(i) The Government of India, Ministry of Labour vide its Notification No. L-29012(58)/2008-IR(M) dated 10-6-2008 has referred the following dispute for adjudication by this tribunal :—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Smt. Parvati Chamaar W/o Shri Pannalal Chamaar and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal ? If not, to what relief the workman is entitled to?"

(j) The Government of India, Ministry of Labour vide its Notification No. L-29012(59)/2008-IR(M) dated 10-6-2008 has referred the following dispute for adjudication by this tribunal:—

"Whether the lock-out of Satna Stone and Lime Company Ltd., Siding, Madhya Pradesh w.e.f. 17-8-2000 was legal or not ?"

"Whether the action of Satna Stone and Lime Company Ltd., Siding, Satna (MP) in not paying wages w.e.f. 1-5-2000 to 17-8-2000 to Shri Dadeli Kaul S/o Shri Jawahir Kaul and bonus and retrenchment compensation for the period 1999 to 2001 is just and legal? If not, to what relief the workman is entitled to?"

2. All the ten reference cases are taken up together as all are on a common subject matter against the same management.

3. The Union/workmen did not appear in the reference cases inspite of notices sent by registered posts. Since the Union/workmen did not appear for a long time, it appears that now the Union/workmen do not want to raise any dispute before the Tribunal and there is no dispute in existence.

4. On the other hand, the management has also not appeared inspite of registered notices sent to the management. This shows that these are cases of no dispute. Accordingly the references are answered.

5. In the result, a common no dispute award is passed in all the references without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 9 मई, 2012

का.आ. 1876.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेशवर के पंचाट (संदर्भ संख्या 39/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था।

[सं. एल-12012/28/2008-आईआर (बी-I)]

स्मेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

S.O. 1876.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 39/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 9-5-2012.

[No. L-12012/28/2008-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri J. Srivastava,
Presiding Officer, C.G. I. T.-Cum-Labour Court, Bhubaneswar

Industrial Dispute Case No. 39/2008

Date of Passing Award-23rd March, 2012

Between :

The Assistant General Manager,
State Bank of India, Bhubaneswar
Main Branch, Bhubaneswar,
Dist. Khurda (Orissa)

...1st Party-Management

(And)

Their workman Sri Ramakanta Sa,
Qrs. No. VR-5/1, Kharvela Nagar, Unit-3,
Bhubaneswar. (Orissa)

... 2nd Party-Workman

Appearances :

Shri Alok Das ... For the 1st Party-Management. Authorized Representative

None ... 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour has referred the present dispute existing between the employers in relation to the Management of State Bank of India and their workman under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act vide their letter No. L-12012/28/2008-IR (B-I) dated 2-6-2008, to this Tribunal for adjudication to the following effect :-

Whether the action of the management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Sri Ramakant Sa w.e.f. 30-9-2004, is fair, legal and justified ? To what relief is the workman concerned entitled ?

2. The 2nd Party-Workman has filed his statement of claim alleging that he had joined his services as a Can[illegible] Boy/Messenger on temporary/casual/daily wage basis [illegible] March, 1985 and October, 1990 after succeeding [illegible] interview. He was assured to get permanent appointment order after one year or on completion of 240 days' work in a calendar year, but despite completion of several years of continuous satisfactory service and putting in more than 240 days' work in each year he was not regularized, instead terminated and refused employment from 30-9-2004 by the 1st Party-Management without any written communication or payment of compensation. The 1st Party-Management in refusing employment to him violated all principles of natural justice and mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. He therefore brought the matter into the notice of the C.G.M. and C.D.O. of the State Bank of India, L.H.O., Bhubaneswar. But on hearing nothing, he raised and industrial dispute before the Regional Labour Commissioner (Central) vide his letter dated 2-3-2007. Conciliation proceedings were started, but they failed and thereupon a failure report was submitted to the Government and the Government made the present reference. He is thus entitled to get full back wages and reinstatement with continuity of service with effect from 30-9-2004.

3. The 1st Party-Management in its reply through written statement has stated that the present dispute is misleading and misconceived in as much as the 2nd Party-workman had already raised a similar dispute along with 124 other workers through the State Bank of India Temporary 4th Grade Employees Union before the Assistant Labour Commissioner (Central), Bhubaneswar challenging their alleged termination of service by the 1st Party-Management. In the said dispute the failure report was sent by the Asstt. Labour Commissioner (Central), Bhubaneswar to the Ministry of Labour who in turn referred the matter to this Tribunal for adjudication and the same is pending before this Tribunal being I.D. Case No. 7/2007. The name of the 2nd Party-workman is appearing at Sl. No. 114 in Annexure-A to the said reference. Thus, raising a common dispute for same cause of action and again raising individual dispute for same relief is nothing but an abuse of the process of law and amounts to multiplicity of litigation. The Asstt. Labour Commissioner (Central) while conciliating the individual disputes disregarded the direction of the Deputy Chief Labour Commissioner (Central) not to take any further action on the separate disputes raised by the same workers for the same cause of action. The allegation of the 2nd Party-workman that h[illegible]

was discontinued from service on 30-9-2004 and was signing bogus vouchers is not correct. He was engaged intermittently on temporary/daily wage basis due to exigencies of work. It is denied that he had joined the Bank in March, 1985 and October, 1990 and was performing the duty which is regular and perennial in nature. It is further denied that he was performing his duties with alll sincerity and honesty and to the best of satisfaction of the Authority. The 2nd Party-workman has never completed serveral years of continuous service in the Bank nor he has completed 240 days of continuous service in any calendar year preceding the date of his alleged termination. In order to give an opportunity for permanent absorption to the ex-temporary employees/daily wagers in the Bank in view of the various settlements entered into between the All India State Bank of India Staff Federation and the Management of the State Bank of India all eligible persons were called for interview. The 2nd Party-workman was also called for an interview along with other eligible persons in the year 1993. As he was not found successful in the said interview he could not be appointed in the Bank. The Union or the 2nd Party-workman has never challenged the implementation of the settlement which has now gained finality. It is further submitted that some of the wait-listed candidates, who could not be absorbed in the Bank's service due to expiry of the panel on 31st March, 1997 filed Writ Petitions before the Hon'ble High Court of Orissa. But the Hon'ble High Court of Orissa by a common order dated 15-5-1998 passed in O.J.C. No. 2787/1997 dismissed a banch of Writ Petitions and upheld the action of the Management of the Bank. This order of the Hon'ble High Court was also upheld by the Hon'ble Supreme Court of India in S.L.P. No. CC - 3082/1999. Hence the above matter has attained finality and cannot be re-agitated. Since the services of Sri Sa were terminated in the year 2004 his claim has become stale by raising the dispute after lapse of a period of 10 years. It is a settled principle of law that delay destroys the right to remedy. Thus raising the present despute after years if alleged termination is liable to be rejected.

On the pleadings of the parties following issues were framed :—

ISSUES

1. Whether the present reference of the individual workman, during the pendency of the I.D. Case No. 7/2007 before this Tribunal on the same issue is legal and justified?

2. Whether the workman has worked for more than 240 days as enumerated under Section 25-F of the Industrial Disputes Act?

3. Whether the action of the Management of State Bank of India,Main Branch, Bhubaneswar, in terminating the services of Ramakanta Sa with effect from 30-9-2004 without complying the provisions of the I.D. Act, 1947 legal and justified?

4. To what relief is the workman concerned entitled?

5. The 2nd Party-workman despite giving sufficient opportunity did not produce any evidence either oral or documentary in support of his claim and willingly kept himself out of the proceedings at the stage of evidence by absenting himself or his Union representative.

6. The 1st Party-Management has adduced the oral evidence of Shri Abhay Kumar Das as M.W.-1 and filed documents marked as Ext.-A to Ext.-K in refutation of the claim of the 2nd Party workman.

FINDINGS

ISSUE No. 1

7. A specific plea has been raised by the 1st Party-Management that a group of 125 employees including the 2nd Party-workman had already raised a similar dispute in I.D. Case No. 7/2007 before this Tribunal for the same rellef which is pending for adjudication. The dispute as referred to in I.D. Case No. 7/2007 is given below for comparison with the dispute in the present case -

> Whether the action of the Management of State Bank of India, Orissa Circle, Bhubaneswar in not considering the case of 125 workmen whose details are in Annexure-A for re-employment as per Section 25(H) of Industrial Disputes Act, 1947 is legal and justified? If not, what relief the workmen are entitled to?

8. The name of the 2nd party-workman appears at Sl. No. 114 in Annexure-A to the above reference. In both the cases the matter of disengagement or so called retrenchment is involved to be considered in one or the other way and the relief claimed is with regard to re-employment. But challenge has been made more specifically against the termination of service of the 2nd Party-workman in the present case while in I.D. Case No.7/2007 prayer has been made with regard to consideration of the case of 125 workmen for re-employment as per Section 25-H of the Industrial Disputes Act, 1947. In fact, in the latter case the workmen have submitted or virtually surrendered to their cessation of employment or alleged termination, whereas in the present case they have challenged their termination on facts and law. Virtually in the present case validity and legality of the alleged termination has to be tested at the alter of facts and legal propositions. Therefore it cannot be said that issues involved in both the cases are same. This case can proceed dispite pendency of I.D. Case No. 7/2007 and the present reference by the individual workman pending for adjudication is maintainable being legal and justified. This issue is therefor decided in the affirmative and against the 1st Party-Management.

ISSUE No. 2

9. The onus to prove that the 2nd Party-workman has completed one year or 240 days of continuous service during a period of 12 calendar months preceding the date of his alleged termination or disengagement from service lies on him, but the 2nd Party-workman has not adduced any evidence either oral or documentary in support of his contention. He has only alleged in his statement of claim that he was appointed in March, 1985 and October, 1990 and worked till 30-9-2004 on temporary/casual daily wage basis, but he has not filed any certificate or reliable document showing the break-up of year-wise service rendered by him under the 1st Party-Management during the above period. The 1st party-Management, on the other hand, has alleged that the 2nd Party-workman was engaged intermittently on temporary/daily wage basis due to exigencies of work and he had never completed 240 days continuous service in a calendar year, M.W.-1 Shri Abhay Kumar Das in his statement before the Court has stated that "the disputant was working intermittently for few days in our branch on daily wage basis in exigencies ..... He has not completed 240 days of continuous and uninterrupted service preceding the alleged date of the termination". He has denied the allegation that the workman was discontinued with effect from 30-9-2004, but stated that "In-fact the workman left the branch from working since June, 1991". The 2nd Party-workman has to disprove the evidence led by the 1st Party-Management, but he has not come before the Court to give evidence. A temporary or daily wage worker has not right to claim reinstatement and particularly when such an employee has not worked for 240 days continuously during a period of 12 calendar months preceding the date of his so-called termination. Thus he is not entitled to get benefit of Section 25-F of the Industrial Disputes Act, 1947. This issue is hereby decided against the 2nd Party-workman for failing to prove that he had worked for 240 days continuously during a period of 12 calendar months precee ing the date of his disengagernent or alleged termination from service.

ISSUE No. 3

10. Since the 2nd Party-workman could not prove that he had rendered 240 days continuous service under the 1st Party-Management during a period of 12 calendar months preceding the date of his disengagement or alleged termination, he is not entitled for re-employment even in case of his alleged illegal and arbitrary termination. Moreover, he was a temporary/casual/daily wage employee. His services can be terminated at any time without assigning any cause by the 1st Party-Management. He has no legal right to be retained in service for the extended period, if he was appointed for a certain period or when no time is specified. The 2nd Party-workman has not filed any letter of appointment or proof of having rendered service under the 1st Party-Management for a specified period against a regular post. The 1st Party-Management has further alleged that in time of exigencies only the 2nd Party-Management was employed. It means that with the end of exigencies his job also came to an end. In view of the matter the action of the management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Sri Ramakanta Sa with effect from the alleged date of his termination is fair, legal and justified and no provisions of I.D. Act was violated in the process. This issue is accordingly decided in the affirmative and against the 2nd Party-workman.

ISSUE No. 4

11. In view of the findings recorde above under Issues no. 2 and 3 the 2nd party-workman is not entitled to any relief whatsoever claimed.

12. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 मई, 2012

का.आ. 1877.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम-न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 51/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था ।

[सं. एल-12012/59/2008-आईआर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

S.O. 1877.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 51/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workman, received by the Central Government on 9-5-2012

[No. L-12012/59/2008-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 51/2008

Date of Passing Award-24th April, 2012

Between :

The Assistant General Manager,
State Bank of India, Bhubaneswar,
Main Branch, Bhubaneswar
Dist. Khurda (Orissa)

... 1st Party-Management

And

Their workman Sri Rabinarayan Sahoo
Qr. No. VR-5/1, Kharvela Nagar, Unit-3,
Bhubaneswar (Orissa)

... 2nd Party-Workman

Appearances :

Shri Alok Das, Authorised Representative ... For the 1st Party-Management

None ... For the 2nd Party-Workman

AWARD

The Government of India in the Ministry of Labour has referred the present dispute existing between the employers in relation to the Management of State Bank of India and their workman under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act vide their Letter No. L-12012/59/2008 IR (B-I), dated 10-7-2008 to this Tribunal for adjudication to the following effect :

"Whether the action of the management of State Bank of India in relation to their Main Branch, Bhubaneswar in terminating the services of Sri Rabinarayan Sahoo w.e.f. 30-9-2004 is legal and justified? If not, what relief the workman concerned is entitled to?"

2. The 2nd Party- Workman has filed his statement of claim alleging that he had joined his services as a Messenger on 17-12-1985 after succeeding in interview. He was assured to get permanent appointment order after one year or on completion of 240 days work in a calendar year, but despite completion of several years of continuous satisfactory service and putting in more than 240 days' work in each year he was not regularized, instead terminated and refused employment from 30-9-2004 by the 1st Party-Management without any written communication or payment of compensation. The 1st Party-Management in refusing employment to him violated all principles of natural justice and mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. He therefore brought the matter into the notice of the C.G.M. and C.D.O. of the State Bank of India, L.H.O., Bhubaneswar. But on hearing nothing, he raised an industrial dispute before the Regional Labour Commissioner (Central) vide his letter dated 23-2-2005. Conciliation proceedings were started, but they failed and thereupon a failure report was submitted to the Government and the Government made the present reference. He is thus entitled to get full back wages and reinstatement with continuity of service with effect from 30-9-2004.

3. The 1st Party-Management in its reply through written statement has stated that the present dispute is misleading and misconceived in as much as the 2nd Party-workman had already raised a similar dispute along with 124 other workers through the State Bank of India Temporary 4th Grade Employees Union before the Assistant Labour Commissioner (Central), Bhubaneswar challenging their alleged termination of service by the 1st Party-Management. In the said dispute the failure report was sent by the Asst. Labour Commissioner (Central), Bhubaneswar to the Ministry of Labour who in turn referred the matter to this Tribunal for adjudication and the same is pending before this Tribunal being I.D. Case No. 7/2007. The name of the 2nd Party-workman is appearing at Sl. No. 8 in Annexure-A to the said reference. Thus, raising a common dispute for same cause of action and again raising individual dispute for same relief is nothing but an abuse of the process of law and amounts to multiplicity of litigation. The Asst. Labour Commissioner (Central) while conciliating the individual disputes disregarded the direction of the Deputy Chief Labour Commissioner (Central) not to take any further action on the separate disputes raised by the same workers for the same cause of action. The allegation of the 2nd Party-workman that he was discontinued from service on 30-9-2004 and was signing bogus vouchers is not correct. He was engaged intermittently on temporary/daily wage basis due to exigencies of work. He had been allegedly discontinued in October, 1997 and was receiving payment in his own name. It is denied that he had joined the Bank on 17-12-1985 and was performing the duty, which is regular and perennial in nature. It is further denied that he was performing his duties with all sincerity and honesty and to the best of satisfaction of the Authority. The 2nd Party-workman has never completed several years of continuous service in the Bank nor he has completed 240 days of continuous service in any calendar year preceding the date of his alleged termination. In order to give an opportunity for permanent absorption to the ex-temporary employees/daily wagers in the Bank in view of the various settlements entered into between the All India State Bank of India Staff Federation and the Management of the State Bank of India all eligible persons were called for interview. The 2nd Party-workman was also called for an interview along with other eligible persons in the years 1990 and 1993. As he was not found successful in the said interview he could not be appointed in the Bank. The Union or the 2nd Party-workman has never challenged the implementation of the settlement which has now gained finality. It is further submitted that some of the wait-listed candidates, who could not be absorbed in the Bank's service due to expiry of the panel

on 31st March, 1997 filed Writ Petitions before the Hon'ble High Court of Orissa. But the Hon'ble High Court of Orissa by a common order dated 15-5-1998 passed in O.J.C. No. 2787/1997 dismissed a batch of Writ Petitions and upheld the action of the Management of the Bank. This order of the Hon'ble High Court was also upheld by the Hon 'ble Supreme Court of India in S.L.P. No. CC-3082/1999. Hence the above matter has attained finality and cannot be re-agitated. Since the services of Sri Sahoo were terminated in October, 1997 his claim has become stale by raising the dispute after lapse of a period of 10 years. It is a settled principle of law that delay destroys the right to remedy. Thus raising the present dispute, after 10 years of alleged termination is liable to be rejected.

4. On the pleadings of the parties following issues were framed :—

ISSUES

1. Whether the present reference of the individual workman during the pendency of the LD. Case No. 7/2007 before this Tribunal on the same issue is legal and justified?
2. Whether the workman proves that he has worked for more than 240 days as enumerated in the Industrial Disputes Act?
3. Whether the action of the Management of State Bank of India in relation to their Main Branch, Bhubaneswar in terminating the services of Shri Rabinarayan Sahoo w.e.f. 30-9-2004 is legal and justified?
4. If not, what relief the workman concerned is entitled to?

5. The 2nd Party-workman despite giving sufficient opportunity did not produce any evidence either oral or documentary in support of his claim and willingly kept himself out of the proceedings at the stage of evidence by absenting himself or his Union representative.

6. The 1st Party-Management has adduced the oral evidence of Shri Abhay Kumar Das as M.W.-I and filed documents marked as Ext.-A to Ext.-J in refutation of the claim of the 2nd Party-workman.

FINDINGS

ISSUE NO. 1

7. A specific plea has been raised by the 1st Party-Management that a group of 125 employees including the 2nd Party-workman had already raised a similar dispute in I.D. Case No. 7/2007 before this Tribunal for the same relief which is pending for adjudication. The dispute as referred to in I.D. Case No. 7/2007 is given below for comparison with the dispute in the present case—

> Whether the action of the Management of State Bank of India, Orissa Circle, Bhubaneswar in not considering the case of 125 workmen whose details are in Annexure-A for re-employment as per Section 25(H) of Industrial Disputes Act, 1947 is legal and justified? If not, what relief the workmen are entitled to?

8. The name of the 2nd Party-workman appears at Sl. No. 8 in Annexure-A to the above reference. In both the cases the matter of disengagement or so-called retrenchment is involved to be considered in one or the other way and the relief claimed is with regard to re-employment. But challenge has been made more specifically against the termination of service of the 2nd Party-workman in the present case while in I.D. Case No. 7/2007 prayer has been made with regard to consideration of the case of 125 workmen for re-employment as per Section 25-H of the Industrial Disputes Act, 1947. In fact, in the latter case the workmen have submitted or virtually surrendered to their cessation of employment or alleged termination, whereas in the present case they have challenged their termination on facts and law. Virtually in the present case validity and legality of the alleged termination has to be tested at the alter of facts and legal propositions. Therefore it cannot be said that issues involved in both the cases are same. This case can proceed despite pendency of I.D. Case No. 7/2007 and the present reference by the individual workman pending for adjudication is maintainable being legal and justified. This issue is therefore decided in the affirmative and against the 1st Party-Management.

ISSUE NO. 2

9. The onus to prove that the 2nd Party-workman has completed one year or 240 days of continuous service during a period of 12 calendar months preceding the date of his alleged termination or disengagement from service lies on him, but the 2nd Party-workman has not adduced any evidence either oral or documentary in support of his contention. He has only alleged in his statement of claim that he was appointed on 17-12-1985 and worked till 30-9-2004 on temporary/casual/daily wage basis, but he has not filed any certificate or reliable document showing the break-up of year-wise service rendered by him under the 1st Party-Management during the above period. The 1st Party-Management, on the other hand, has alleged that "the 2nd Party-workman was engaged intermittently on temporary/daily wage basis due to exigencies of work and he had never completed 240 days continuous service in a calendar year. M.W.-1 Shri Abhay Kumar Das in his statement before the Court has stated that "the disputant was working intermittently for few days in our Branch on daily wages basis in exigencies.... He had not completed 240 days of continuous and uninterrupted service preceding the alleged date of the termination". He has denied the allegation that the workman was discontinued with effect from 30-9-2004, but stated that "In-fact the workman left

working in the Branch since October, 1997". The 2nd Party-workman has to disprove the evidence led by the 1st Party-Management, but he has not come before the Court to give evidence. A temporary or daily wage worker has no right to claim reinstatement and particularly when such an employee had not worked for 240 days continuously during a period of 12 calendar months preceding the date of his so-called termination. Thus he is not entitled to get benefit of Section 25-F of the Industrial Disputes Act, 1947. This issue is hereby decided against the 2nd Party-workman for failing to prove that he had worked for 240 days continuously during a period of 12 calendar months preceding the date of his disengagement or alleged termination from service.

ISSUE NO. 3

10. Since the 2nd Party-workman Could not prove that he had rendered 240 days continuous service under the 1st Party-Management during a period of 12 calendar months preceding the date of his disengagement or alleged termination, he is not entitled for re-employment even in case of his alleged illegal and arbitrary termination. Moreover, he was a temporary/casual/daily wage employee. His services can be terminated at any time without assigning any cause by the 1st Party-Management. He has no legal right to be retained in service for the extended period, if he was appointed for a certain period or when no time is specified. The 2nd Party-workman has not filed any letter of appointment or proof of having rendered service under the 1st Party-Management for a specified period against a regular post. The 1st Party-Management has further alleged that in time of exigencies only the 2nd Party-workman was employed. It means that with the end of exigencies his job also came to an end. In view of the matter the action of the management of State Bank of India, Main Branch, Bhubaneswar in terminating the services of Sri Rabinarayan Sahoo with effect from the alleged date of his termination is fair, legal and justified. This issue is accordingly decided in the affirmative and against the 2nd Party-workman.

ISSUE NO. 4

11. In view of the findings recorded above under Issues No. 2 and 3 the 2nd Party-workman is not entitled to any relief whatsoever claimed.

12. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 मई, 2012

का.आ. 1878.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 49/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था ।

[सं. एल-42012/225/2003-आईआर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

S.O. 1878.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2011) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department and their workman, received by the Central Government on 9-5-2012.

[No. L-42012/225/2003-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K.YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 49/2011

Shri U. Rehman S/o Sh.Irfanuddin,
C/o the President,
All India CPWD (MRM)
Karamchari Sangathan (Regd.),
No. 4823, Gali No.13,
Balbir Nagar Extension,
Shahdara, New Delhi-110032. ...Workman

Versus

1. The Director General (Works)
Central Public Works Department
Nirman Bhawan,
New Delhi-110001.

2. The Executive Engineer,
S.P. Marg Project,
CPWD, 35, S.P. Marg,
New Delhi. ...Management

AWARD

Central Public Works Department (hereinafter referred to as the management) engaged Shri U.Rehman as a muster roll 'Motor Lorry Driver' on 8-10-1990. Thereafter he continuously served the management till December 31, 2000, the date when his services were discontinued. Aggrieved by the said order, he raised a demand of reinstatement of his services, which was not conceded to. He raised an industrial dispute before the Conciliation Officer, but conciliation proceedings ended in failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to Central Government Industrial Tribunal-II, New Delhi, vide order No.L-42012/225/2003-

IR (CM-II), New Delhi dated 3-11-2004, with following terms :—

"Whether the action of the management of C.P.W.D., New Delhi in terminating the services of Shri U.Rehman S/o Shri Irfanuddin, Motor Lorry Driver with effect from 31-12-2000 is legal and justified? If not, to what relief is the workman entitled and from which date?"

2. Claim statement was filed by Shri U.Rehman pleading therein that he was working with the management as muster roll motor lorry driver with effect from 8-10-1990. He worked at Ferozepur Border Fencing Electrical Division, Punjab, of the management, from where he was transferred to S.P. Mukherjee Marg project in 1993. He was not appointed against any project. He was entitled for regularization of his service since 8-10-1990. When his services were not regularized, he approached Central Administrative Tribunal (in show the CAT for regularization of his services. When his application was pending before the CAT his services were dispensed with vide order dated 31-12-2008. Though his services were terminated yet juniors to him were retained in service. Act of terminating his services is violative of statutory provision, such as 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 (in short the Act).

3. After termination of his service, his application was disposed off by the CAT with direction to the management to regularize his service. Pursuant to the direction so issued, his interview was conducted on 6-12-2001. However, his services were neither reinstated nor regularized. He projects that he was entitled to be given temporary status. He claims that his services may be reinstated with full back wages with consequential reliefs, besides regularization.

4. The management made a demurral of the claim pleading that the claimant was engaged purely on temporary basis in a project. Whenever a new project starts, the management needs extra hands who are engaged on temporary basis. On start of a new project, casual labour engaged in an earlier project is given preference in the new project. Engagement of the claimant came to an end when S.P. Marg project was near to the completion. Notice dated 1-12-2000 was served and thereafter his services were dispensed with on 31-12-2000. Due compliance of the provisions of the Act, were made.

5. Regular employees in labour category are also engaged on permanent basis, pleads the management. For such an engagement vacancies are notified to public at large or names are called from the Employment Exchange. After following due process of appointment, the incumbent is appointed on probation. On being found successful in probation, his services are confirmed. The claimant was not engaged through process of selection, referred above. The management asserts that on that account no relationship of employer and employee were created between the parties.

6. When the CAT passed order on 18-5-2001, on an application moved by the claimant, steps for regularization of his service were taken. Since the claimant was not found fit, his case was rejected vide office order dated 20-8-2002. Claimant was informed in that regard. Since the claimant was employed in a project, he became surplus when the project was near completion, hence his services were dispensed with. The claimant is not entitled to relief of re-instatement as claimed by him.

7. In rejoinder the claimant reiterates facts pleaded by him in his claim statement.

8. To substantiate his claim, the claimant filed his affidavit dated 29-5-2007, as evidence. He was cross-examined in detail on behalf of the management. Shri Jagdish Prasad tendered his affidavit dated 6-4-2010 as evidence on behalf of the management. He was cross-examined on behalf of the claimant. No other witness was examined by either of the parties.

9. While using its powers contained in Section 33-B of the Act, the appropriate Government transferred the aforesaid matter to this Tribunal vide order No. Z-22019/6/2007-IR (C-II) dated 30-3-2011 for adjudication.

10. An opportunity was given to the parties to advance arguments on the matter. Written submissions were filed on behalf of the management. It was projected on behalf of the claimant that his written submissions are already there over the record. The parties opted not to raise oral arguments. I have considered the record carefully. My findings on issues involved in the controversy are as follows :—

11. Claimant swears in his affidavit that he was appointed as motor lorry driver on muster roll on 8-10-1990 at Ferozpur Boarder Fencing Electrical Division, Punjab of the management. He projects that he was transferred subsequently to S.P. Marg project of the management and copy of the transfer order is Ex.WW1/1. Copy of his service book is Ex.WW1/2. He was appointed against a vacant post, when his name was sponsored by the Employment Exchange. He was regular employee and entitled for temporary status as well as regularization in the services of the management. He approached the CAT for regularization of his services. Thereafter, with malafide intention, the management dispensed with his services. Copy of summery of his record is Ex.WW1/5. His services would not have been terminated, without according him an opportunity of being heard.

12. In his affidavit Shri Jagdish Prasad, Executive Engineer, projects facsimile facts as detailed in written statement of the management. During the course of his cross-examination he does not dispute that the claimant worked with the management for last more than 10 years and in every calendar year he rendered 240 days

continuous service. However, he hastens to add that the claimant was engaged against a project, which lasted for a long duration. He could not dispute that the project continued even after discontinuation of the service of the claimant.

13. Whether relationship of employer and employee, existed between the parties? For an answer to this question, it is to be appreciated as to how a contract of service is entered into. Relationship of employer and employee is constituted by a contract express or implied between the employer and employee. A contract of service is one in which a person undertakes to serve another and to obey reasonable orders within the sphere of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employee. Any such inference, however, is open to the rebuttal as by showing that relation between the parties concerned was on charitable footing or the parties were relations or partners or were directors of a limited company, which employ no staff. While employee, at the time, when his services were engaged, need not have known to identity of his employer, there must have been some act or contract by which parties recognize one another as master and servant.

14. In a bid to establish relationship of employer and employee the claimant presses in service his ocular testimony as well as documents Ex.WW1/1, Ex.WW-1/3, Ex.WW1/4 and Ex.WW1/5. Neither the authenticity of these documents was doubted nor contents detailed therein were dispelled, when claimant was grilled in his cross-examination by of the management. On the other hand, Shri Jagdish Prasad concedes in his testimony that the claimant rendered more than ten years continuous service with the management. Consequently, facts unfolded by Shri U. Rehman and Shri Jagdish Prasad are sufficient to conclude that the claimant was engaged as muster roll motor lorry driver by the management. This proposition stands fortified by certificate Ex.WW1/1 wherein it has been mentioned that the claimant was engaged as motor lorry driver for the first time on 8-10-1990. Ex.WW1/1 highlights that on 07-10-1993 the claimant was transferred to IB Zone, 35, Sardar Patel Marg, New Delhi. This document spells that claimant was serving with the management as muster roll motor lorry driver since 08-10-1990. Photo copy of service book which is Ex.WW1/2 makes it clear that temporary status was granted to the claimant vide order No. 10(3)/J-E(c)/IBP/95-96/328 dated 12-5-1995. It has been detailed in certificate dated 13-8-2001 that in the year 1990 the claimant served for 66 days. In 1991 he worked for 271 days, in 1992 he worked for 276 days, in 1993 he worked for 293 days, in 1994 he worked for 347 days, in 1995 he rendered 313 days service, in 1996 his continuous service was for 338 days, in 1997 he attended duties for 343 days, in 1998 he attended his office for 353 days. It has further been projected therein that in 1999 his attendance was for 360 days and in the year 2000 service for 338 days was rendered by him. When the claimant was engaged as muster roll motor lorry driver, on whom temporary status was accorded, it does not lie in the mouth of the management that there was no relationship of employer and employee between the parties. The claimant could establish through cogent evidence that he was an employee of the management.

15. As projected by the parties, services of the claimant were dispensed with on 31-12-2000. Shri Jagdish Prasad unfolds in his affidavit Ex.MW1/A that the claimant was transferred to S.P. Marg project and from there his services were dispensed with, vide office memorandum dated 1-12-2000. Service of one month notice is also not disputed by the claimant. Thus it is emerging over the record through facts unfolded by the claimant and re-affirmed by Shri Jagdish Prasad that the claimant was bidden farewell by the management on 31-12-2000.

16. Whether termination of services of Shri U.Rehman amounts to retrenchment? For an answer, definition of the term is to be construed. Clause (oo) of Section 2 of the Act, define retrenchment. For sake of convenience, the said definition is as extracted thus :

"(00) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the services of a workman on the ground of continued ill-health".

17. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise then as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as

a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non- renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill health of the workman. Reference can be made to the precedents in Avon Services (Production Agencies) (Pvt.) Ltd. (1979 (I) LLJ1) and Mahabir (1979 (II) LLJ 363).

18. Sub Clause (bb) purports to exclude from the ambit of the definition of retrenchment (i) termination of the service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned, on its expiry, or (ii) termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The first part relates to termination of service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry. Thus "non- renewal of contract of employment" pre-supposes an existing contract of employment, whch is not renewed. When services of an employee is terminated on account of non-renewal of contract of employment, between the employer and the workman, it does not amount to retrenchment. The second part refers to "such contract" being terminated under a stipulation in that behalf contained therein. The cases contemplated, under this part too, would not amount to retrenchment. However this sub-clause, being in the nature of an exception to clause (oo) of Section 2 of the Act, is ruled to be construed strictly when contractual agreement is used as modus operandi to frustrate claim of the employee to become regular or permanent against a job. The adjudicator has to address himself to the question whether the period of employment was stipulated in the contract of employment as a device to escape the applicability of the definition of retrenchment. See Shailendra Nath Shukla (1987 Lab. I.C. 1607) Dilip Hanumantrao Shrike (1990 Lab. I.C. 100) and Balbir Singh (1990 (1) LLJ. 443). On review of law laid by the Apex Court and various High Courts, a single Judge of the Madhya Pradesh High Court, in Madhya Pradesh Bank Karamchari Sangh (1996 Lab. I.C, 1161) has laid following principles of interpretation and application of sub-clause (bb) of clause (oo) of Section 2 of the Act :

> "(i) that the provisions of Section 2(00)(bb) are to be construed benevolently in favour of the workman,
>
> (ii) that if the workman is allowed to continue in service by making periodic appointments from time to time, then it can be said that the case would not fall under Section 2(00)(bb),
>
> (iii) that the provisions of Section 2 (oo)(bb) are not to be interpreted in the manner which may stifle the main provision,
>
> (iv) that if the workman continues in service, the non-renewal of the contract can be deemed as mala fide and it may amount to be a fraud on statute;
>
> (v) that there would be wrong presumption of non-applicability of Section 2(oo)(bb) where the work is of continuous nature and there is nothing on record that the work for which a workman has been appointed had come to an end".

19. Whether provisions of retrenchment, enacted in the Act, provide for any security of tenure? Answer lies in negative. Provisions of retrenchment provide for certain benefits to a workman in case of termination of his service, falling within the ambit of definition of retrenchment. On compliance of the requirements of Section 25F or 25N and 25G of the Act, it is open to the employer to retrench a workman.

20. Termination of service of an employee during the period of probation was held to be covered by the exception contained in sub-clause (bb) of Section 2(oo) of the Act, in C.M.Venugopal (1994 (1) Lab. I.C. 595). As per fact of the case, Regulation 14 of the Life Insurance Corporation of India (Staff) Regulation, 1960 empowered the Corporation to terminate the service of an employee within the period of probation. The employee was put on probation for a period of one year, which was extended by another year. Since he could not achieve the target to earn confirmation, his service was terminated in terms of Regulation 14 as well as order of appointment. The Apex Court ruled that the case was covered by the exception contained in sub-clause (bb), hence it was not retrenchment.

21. In Morinda Co-operative Sugar Mills Ltd. 1996 Lab. I.C. 221) a sugar factory used to employ certain number of workmen during crushing season and at the end of the crushing season their employment used to cease. The Supreme Court held that despite the fact that the workmen worked for more than 240 days in a year, cessation of their employment at the end of crushing season would not amount to retrenchment in view of the provisions of sub-clause (bb) of Section 2(oo) of the Act. It was observed as follows :

> "4. It would thus be clear that the respondents were not working throughout the season. They worked during crushing seasons only. The respondents were taken into work for the season and consequent to closure of the season, they ceased to work.

5. The question is whether such a cessation would amount to retrenchment. Since it is only a seasonal work, the respondents cannot be said to have been retrenched in view of what is stated in sub-clause (bb) of Section 2(oo) of the Act. Under these circumstances, we are of the opinion that the view taken by the Labour Court and the High Court is illegal. However, the appellant is directed to maintain a register for all workmen engaged during the seasons enumerated herein before and when the new season starts the appellant should make a publication in neighbouring places in which the respondents normally live and if they would report for duty, the appellant would engage them in accordance with seniority and exigency of work".

22. Above legal position was reiterated by the Apex Court in Anil Bapurao Kanase [1997 (10) S.C.C. 599] wherein it was noted as follows:

"3. The learned counsel for the appellant contends that the judgment of the High Court of Bombay relied on in the impugned order dated 28-3-1995 in Writ Petition No. 488 of 1994 is perhaps not applicable. Since the appellant has worked for more than 180 days, he is to be treated as retrenched employee and if the procedure contemplated under Section 25-F of the Industrial Disputes Act, 1947 is applied,. his retrenchment is illegal. We find no force in this contention. In Morinda Coop. Sugar Mills Ltd. v. Ram Kishan in para 3, this Court has dealt with engagement of the seasonal workman in sugarcane crushing, in para 4, it is stated that it was not a case of retrenchment of the workman, but of closure of the factory after the crushing season was over. Accordingly, in para 5, it was held that it is not 'retrenchment' within the meaning of Section 2(oo) of the Act. As a consequence the appellant is not entitled to retrenchment as per sub-clause (bb) of Section 2(oo) of the Act. Since the present work is seasonal business, the principles of the Act have no application. However, this Court has directed that the respondent management should maintain a register and engage the workmen when the season starts in the succeeding years in the order of seniority. Until all the employees whose names appear in the list are engaged in addition to the employees who are already working, the management should not go in for fresh engagement of new workmen. It would be incumbent upon the respondent management to adopt such procedure as is enumerated above".

23. In Harmohinder Singh [2001 (5) S.C.C. 540] an employee was appointed as a salesman by kharga canteen on 1-6-74 and subsequently as a cashier on 9-8-75. The letter of appointment and Standing Orders, inter alia, provided that his service could be terminated by one month's notice by either party. He was served with a notice to the effect that his service would be relinquished with effect from 30-6-1989. Relying precedent in Uptron India Ltd. [1998 (6) S.C.C. 538] the Apex Court ruled that contract of service for a fixed term are excluded from the ambit of retrenchment. Decision in Balbir Singh (supra) was held to be erroneous. It was also ruled that principles of natural justice are not applicable where termination takes place on expiry of contract of service.

24. In Batala Coop. Sugar Mills Ltd. [2005 (8) S.C.C. 481] an employee was engaged on casual basis on daily wages for specific work and for a specific period. He was engaged on 1-4-1986 and worked upto 12-2-94. The Labour Court concluded that termination of his services was violative of provisions of Section 25-F of the Act, hence ordered for his reinstatement with 50% back wages. Relying precedents in Morinda Coop. Sugar Mills (supra) and Anil Bapurao Kanase (supra) the Apex Court ruled that since his engagement was for a specific period and specific work, relief granted to him by the Labour Court cannot be maintained.

25. The Apex Court dealt with such a situation again in Darbara Singh (2006 LLR 68) wherein an employee was appointed by the Punjab State Electricity Board as peon on daily wage basis from 8-1-88 to 29-2-88. His services were extend from time to time and finally dispensed with in June 1989. The Supreme Court ruled that engagement of Darbara Singh was for a specific period and conditional. His termination did not amount to retrenchment. His case was found to be covered under exception contained in sub-clause (bb) of section 2(oo) of the Act. In Kishore Chand Samal (2006 LLR 65), same view was maintained by the Apex Court. It was ruled therein that the precedent in S.M. Nilajkar [2003 (II) LLJ 359] has no application to the controversy since it was ruled therein that mere mention about the engagement being temporary without indication of any period attracts Section 25 F of the Act if it is proved that the concerned workman had worked continuously for more than 240 days. Case of Darbara Singh and Kishan Chand Samal were found to be relating to fixed term of appointment.

26. In BSES Yamuna Power Ltd. (2006 LLR 1144) Rakesh Kumar was appointed as Copyist on 29-9-89, initially for a period of three months as a daily wager. His term of appointment was extended up to 20-9-90. No further extension was given and his services were dispensed with on 20-9-90. On consideration of facts and law High Court of Delhi has observed thus :

". . . In the present case, the respondent was appointed as a copyist for totaling the accounts of ledger for the year 1986-87 and then for 1987-88. His initial appointment was for the period of three months. It was extended from time to time and no extension was given after 20th September,

1990. He was appointed without any regular process of appointment, purely casual and on temporary basis for specific work of totaling of ledger. When this work was over, no extension was given. I consider that appointment as that of the respondent is squarely covered under section 2(oo)(bb) of the Act. Giving of non extension did not amount to termination of service, it was not a case of retrenchment".

27. Precedents, handed down by Allahabad High Court in Shailendra Nath Shukla (supra). Bombay High Court in Dilip Hanumantrao Shirke (supra), Punjab & Haryana High Court in Balbir Singh (supra) and Madhya Pradesh High Court in Madhya Pradesh Bank Karamchari Sangh (supra) castrate sub-clause (bb) of section 2(oo) of the Act. Ratio decidendi in these precedents abrogates statutory provisions of sub-clause (bb) of section 2 (oo) of the Act without even discussing the legality or constitutional validity of the clause. On the other hand the Apex Court in C.M.Venugopal (supra), Morinda Co-operative Sugar Mills Ltd. (supra), Anil Bapurao Kanase (supra). Harmohinder Singh (supra), Batala Coop. Sugar Mills Ltd. (supra), Darbara Singh (supra) and Kishore Chand Samal (supra) and High Court of Delhi in BSES Yamuna Power Ltd. (supra) spoke that case of an employee, appointed for a specific period which was extended from time to time, would be covered by the exception contained in sub-clause (bb) of Section 2(oo) of the Act, in case his services are dispensed with as a result of non-renewal of the contract of employment between him and his employer, on its expiry or termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The law, so laid, holds the water and would be applied to the case of the claimant.

28. At the cost of repetition, it is said that the claimant was not appointed against S.P. Marg project for specified period. No evidence has come over the record that services of the claimant came to an end as a result of non renewal of the contract of employment on its expiry or it were terminated as per stipulation contained in the contract of employment. For application of the provisions of sub-clause (bb) of clause (oo) of Section 2 of the Act, the management is under an obligation to show that the engagement of the claimant was not for casual works on daily wages. Non renewal of contract of employment presupposes an existing contract of employment which is not renewed. Even in respect of a daily wager a contract of employment may exist, such contract being from day to day. The position, however, would be different since such contract is in reality, camouflage for a more sustaining nature of arrangement, but the mode of daily wager is adopted so as to avoid rigors of the Act. Therefore, it is concluded that sub-clause (bb) of clause (oo) of Section 2 of the Act does not contemplate to cover contract such as of a daily wager and is rather intended to cover more general clause of contracts where regular contract of employment is entered into and the termination of service is because of non renewal of the contract. Therefore, sub-clause (bb) of clause (OO) of Section 2 of the Act cannot be pressed into service by the management to espouse its case. In view of all these facts, it is clear that management cannot avail benefit of sub-clause (bb) of Clause (OO) of Section 2 of the Act and termination of the service of the claimant amounts to retrenchment.

29. In his testimony claimant projects that retrenchment compensation was not paid to him. Shri Jagdish Prasad speaks on the same lines in his affidavit Ex.MW-1/A. For sake of convenience paragraph 18 of his affidavit reads thus :—

> "That the services of the workman was retrenched as per office memorandum dated 1-12-2000 which itself states that the workman concerned is given one month's notice on account of retrenchment under section 25F of the ID Act, 1947. The workman was given one months notice in writing indicating reasons for retrenchment".

30. As indicated above, Shri Jagdish Prasad simply spells that one months notice was given to the claimant. He nowhere unfolds that retrenchment compensation was paid to him. On that issue the claimant is much vocal when he swears in his affidavit that he was not given retrenchment compensation. Section 25F of the Act postulates three conditions to be fulfilled by an employer for effecting a valid retrenchment namely:—(a) one month's notice in writing indicating reasons for retrenchment or wages in lieu of such notice, (b) payment of compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months, and (c) notice to the appropriate Government in the prescribed manner. Negative language used in section 25F of the Act imposes a mandatory duty on the employer which is a condition precedent to retrenchment of workman. Contravention of mandatory requirement of the section would invalidate retrenchment and render it void ab initio. When these mandatory requirements are not complied with, the retrenchment of the claimant cannot be upheld. Consequently I am constrained to conclude that retrenchment of the claimant is violative of the provision of Section 25F of the Act. Reference can be made to the precedents in Auro Engineering (Pvt.) Ltd., Nasik (1992 Lab. I.C. 1364) and Ollur Regional Imitation Diamond Manufacturing Industrial Co-op. Society Ltd. [1993 (II) LLJ 174].

31. Claimant claims reinstatement of his services with the management. It is not his case that at the time of his engagement recruitment rules were followed. No evidence was brought over the record to show that public advertisement was given, inviting public at large

to compete. In his affidavit the claimant made a bald statement to the effect that his name was sponsored by the Employment Exchange. He could not substantiate this fact by any documentary evidence. Though he tried to assert that an appointment letter was issued in his name, but this claim also proved to be wrong. He could not produce his appointment letter before the Tribunal. It is apparent that the claimant made wrong statement on above counts. He failed to establish that he was appointed as a motor lorry driver in consonance with the recruitment rules. There is a complete vacuum of evidence that the claimant took test and faced interview for his selection. It has not been projected by him that at the time of his selection norms of reservation policies were followed. It has also not been shown that candidates of minor communities were also considered and appointed, when he was selected for appointment with the management. Therefore, out of the facts projected by the claimant, it nowhere comes over the record that procedure prescribed for appointment to the post of a regular motor lorry driver was followed.

32. A 'seasional workman" is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either for a work of temporary or casual nature or temporarily for work of a permanent nature, but a permanent workman is one who is engaged in a work of permanent nature only. The distinction between permanent workman engaged on a work of permanent nature and a temporary workman engaged on a work of permanent nature is, in fact, that a temporary workman is engaged to fill in a temporary need of extra hands of permanent jobs. Thus when a workman is engaged on a work of permanent nature which lasts throughout the year, it is expected that he would continue there permanently unless he is engaged to fill in a temporary need. In other words a workman is entitled to expect permanency of his service. Law to this effect was laid by the Apex Court in Jaswant Sugar Mills [1961 (1) LLJ 649].

33. Some casual workmen employed in a Canteen, raised demand of permanency in service. The Tribunal directed that from particular date they should be treated as probationer and appointed in permanent vacancy without going into the question as to whether more than permanent workmen were necessary to be appointed in the canteen, over and above the existing permanent strength to justify the making of the casual workman as permanent, where they were working. Neither there was any permanent vacancy in existence nor the Tribunal directed for creation of new posts. When the matter reached the Apex Court, it was announced that the Tribunal was not justified in making these directions. The workman may be made permanent only against permanent vacancies and not otherwise, announced the Apex Court in Hindustan Aeronautics Limited Vs. their workmen [1975 (II) LLJ 336].

34. In Uma Devi [2006(4) SCC I] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or adhoc capacity for a fairly long spell. The Court ruled thus:

> "With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insists on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent, was not emphasized here—can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Piara Singh [1992(4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

35. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of article 162 of the Constitution. The Court quoted its decision in Girish Jyanti Lal Vaghela [2006 (2) SCC 482] with approval, wherein it was ruled thus.

> "The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting

applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under article 16 of the Constitution.

36. In P. Chandra Shekhara Rao and Others [2006 (7) SCC 488] the Apex Court referred Uma Devi's Case (Supra) with approval. It also relied the decision in a Uma Rani [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In Somveer Singh [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized.

37. In Indian Drugs Pharmaceuticals Ltd. [2007 (1) SCC 408] the Apex Court retreated the law laid down in Uma Devi's case (supra) and announced that the rules of recruitment cannot be relaxed and court cannot direct regularization of temporary employees de hors the rules nor can it direct continuation of service of a temporary employee whether with a casual, Ad-hoc or daily rated employee or payment of regular salaries to them. In Daya Nand [2008 (10) SCC 1] the Apex Court ruled that menace of illegal and back door appointment compels the court to rethink and in large number of subsequent portions the court declared to entertain the claim of Ad-hoc and temporary employees for regularization of service saying that theory of legitimate expectation cannot be successfully advanced by temporary, contractural or casual employees. It was ruled therein that claim of the claimants for regularization of their job cannot be considered.

38. Now it would be considered whether the claimant could show that he was engaged on daily wage basis in pursuance of recruitment rules applicable, to the management. He had adopted a posture of silence on this issue. On the other hand Shri Jagdish Parsad was candid enough to say that the claimant was engaged de hors the rules. It is evident that engagement of the claimant was not in pursuance of the rules of recruitment. In that situation it cannot be said that his recruitment was irregular, which can be regularized. In Uma Devi's case (supra) Apex court dealt with appointment of casual employees on two standards (1) irregular appointment (2) illegal appointment. For irregular appointment where the appointee have rendered 10 years or more service in a duly sanctioned post the State was commanded to take one time measure to regularize there services but in case of illegal appointee the court concluded that they have no right to continue in the service. The claimant being an illegal appointee cannot claim a right to continue in service of the management. Therefore I do not find it to be a case for reinstatement of the claimant in service.

39. Services of the claimant were retrenched without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of re-instatement. Section 11A of the Act vests the industrial adjudicator with discretionary jurisdiction to give "such other relief to the workmen" in lieu of discharge or dismissal as the circumstances of the case may require, where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper.

40. The Apex Court,and High Courts dealt with the issue of award of compensation in catena of decisions, when reinstatement in service was not found expedient. Those precedents may help the Tribunal in ascertaining the quantum of compensation, which may be awarded to the claimant. In S.S. Shetty [1957 (II) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

> "The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future .... In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

41. A Divisional Bench of the Patna High Court in B.Choudhary (1983) Lab.1.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with

future prospect and obtainability of alternative employment; (iii) employee's age; (iv) length of service in the establishment; (v) capacity of the employer to pay and the nature of the employer's business; (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab. I.C.1887).

42. In Assam Oil Co. Ltd. [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966 (1) LLJ 398] the amount of compensation equivalent to two year salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A.K. Roy [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakaraborty [1962 (II) LLJ 483] the Count converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O.P. Bhandari [1986 (II) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K. Aggarwal [1988 Lab. I.C.380], the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh [1993 Lab.I.C. 44] the court directed payment of Rs.75000 in view of reinstatement with back wages. In Naval Kishor [1984 (II) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj [1985 (II) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal [1985 Lab.I.C. 1225] compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari [1988 Lab.I.C.107] a compensation of Rs.65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V.V. Rao [1991 Lab.I.C.1650] a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

43. As referred above the claimant rendered 240 days continuous service for 10 consecutive calendar years. On 8-10-1990 the claimant was about 24 years of age. After rendering service with the management he reached the age of 34 years. By now he became overage and cannot get a job with any public sector undertaking or government department. His services with the management were found to be good and satisfactory. Considering all these facts and the circumstances that retrenchment compensation was not paid to him, I am of the view that a compensation of Rs. five lacs, in lieu of reinstatement in service, would meet the ends of the justice. Accordingly, the claimant is held to be entitled to compensation of a sum of Rs.five lacs from the management in lieu of his reinstatement. An award is, hereby, passed. It be sent to the appropriate Government for publication.

Dated : 30-3-2012

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 9 मई, 2012

का.आ. 1879.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या (CGITA ऑफ 407 ऑफ 2004 New, ITC 71/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था ।

[सं. एल-12012/513/2000-आईआर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

S.O. 1879.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA of 407 of 2004 New, ITC 71/2001) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 9-5-2012

[No. L-12012/513/2000-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Binay Kumar Sinha,

Presiding Officer,

CGIT-cum-Labour Court,

Ahmedabad, Dated 29-3-2012

Reference : CGITA of 407 of 2004 New
Reference : ITC. 71/2001 (Old)

The Chief Manager,
State Bank of India,
Gujarat Vepari Mahamandal-
Audhyogik Branch, Odhav Road,
Ahmedabad (Gujarat)- 380001 ... First Party

And their workman

Shri Dabhi Kanaji Ramaji,
Through General Secretary,
Gujarat Shramjivi Parishad,
Nr. Dwarkanath Hindi Higher Secondary School,
Gujarat Vepari Mahamandal, Tolnaka, Odhav Road,
Ahmedabad (Gujarat)-382430. ... Second Party

For the first party Shri Bhusan K. Oza, Advocate
For the second party Shri R.B. Chaudhary, Representative of Gujarat Shramjivi Parishad

AWARD

Considering the Industrial Dispute exits between the employer in relation to the management of State Bank of India and their workman the appropriate Government/ Central Government, Ministry of Labour, Shram Shakti Bhavan, Rafi Marg, New Delhi by its order No. L-12012/ 513/2000/IR (B-1) dated 8-8-2001 ill exercise of power conferred by clause (d) of sub-section 1 and sub section 1 A of Section 10 of the ID Act, 1947 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) on formulating the terms of reference under the schedule as follows.

SCHEDULE

"Whether the demand of Gujarat Shramjivi Parishad, Ahmedabad for reinstatement with full back wages along with continuity of service and all consequential benefits in respect of Shri Dabhi Kanaji Ramaji by the management of State Bank of India is justifies? If so, what relief the concerned workman is entitled?"

(2) Both the parties the management and the workman through his union were sent notices for appearing in the case and filing respective pleadings. Consequent upon receiving the notices both parties appeared and file respective pleadings. The second party workman through his union filed statement of claim at Ext. 4 and management of the first party also filed written statement at Ext. 5.

(3) The case of the second party as per statement of claim is that he was working as peon in the office of the first party Bank since 15.10.1996, he was working as permanent employee. There was no cause of complaint regarding his work, sincerity and devotion to duty. He was being paid Rs. 70 per day by the first party as per minimum wages prevailing. He was working daily for 12 hours and if any workman denied to work for 12 hours then the officer were giving torture to terminate from service of such workman. So this workman could not lodge any complaint against the first party company before appropriate authority due to fear of service and rude behavior of the Bank. Further case is that he was not paid earn leave, festival advance, bonus, over time dues for extra works and so he decided to fight against management of the first party for his demands through union. Thereafter the management of first party removed the workman from service by oral termination order w.e.f. 31-1-2000. Further case is that while was terminating from service no notice of retrenchment or notice pay etc were given to him which are violative the provision of section 25 (F), 25 (G), 25 (H) of ID Act. Further case is that the workman had completed 240 days in every calendar year during services. But even then the first party has not considered the workman as its permanent employee and thus violated the principle of natural justice against the second party workman. On these grounds relief have been sought for declaring the termination of the second party w.e.f. 31.01.2000 illegal and for reinstatement with full back wages and continuity of service with all consequential benefits and also awarding cost of Rs 2000 against the first party and to any other relief to which the second party is found entitled.

(4) The case of the first party pleading inter-alia as per written statement at Ext. 5 is that the demand raised by the workman through its union has no leg to stand, the reference is not maintainable, neither the workman nor his union has any cause of action. Denying to the allegation made as per statement of claim, it is the case of the first party that workman was called on to do work as stop gap arrangement whenever the 4th grade employee was absent or went on leave. It has been denied that the second party workman was working as permanent employee in the Bank and it has also been denied that he was getting Rs. 70 per day towards his wages. It has also been denied that the second party workman was forcefully taken work for 12 hours. It has been also been denied that by giving threatening 12 hours work was taken from him. It has also been denied that the second party workman was removed form work from 31.01.2000. It has been denied that the workman ever completed 240 days of work in any calendar year. It is the case

of the 1st party that the workman was working on daily rated labour and was casually called to do work whenever requirements arose and that he never completed 240 days of work in any calendar year and so he was not required for giving retrenchment notice or notice pay or for following provision of section 25 (F) or 25 (G) or 25 (H) of the ID Act. On these scores prayer has been made to dismiss this reference since the workman is not entitled to get any relief.

(5) In view of the pleadings of the parties following issues are taken up for decision in this case.

ISSUES

(I) Whether the reference is maintainable?

(II) Has the second party got valid cause of action in this case?

(III) Whether the second party workman has completed 240 days of work in calendar year preceding his removal from work w.e.f. 31-1-2000?

(IV) Whether the demand raised by the Gujarat Shramjivi Parishad, Ahmedabad for reinstatement with full back wages along with continuity in service and all consequential benefits to the second party workman Shri Dabhi Kanaji Ramaji is justified?

(V) Whether the second party workman is entitled to get any relief in this case.

(VI) What order to be passed?

FINDINGS

(6) **ISSUE NO. III**

The second party has lead oral evidence in this case at Ext. 12 the workman Shri Dabhi Kanaji Ramaji examined himself and deposed that from 15.10.1996 he was working as peon in SBI, Odhav, Ahmedabad and he was paid Rs. 70 per day by Bank, he was called for work on off day also, he was not getting equal leaves then that of other Bank employees, he was not paid overtime wages for working on off days, he was being paid salary through cheque before computerization of the bank and thereafter his salary was deposited in his Bank account. He proved his signature on the statement of claim Ext. 4 he also proved the notice issued to bank for his reinstatement at Ext. 7 containing his signature on the notice. Ext. 8 is an acknowledgement receipt by the bank as to the said notice. He was thoroughly cross-examined by the lawyer of the first party wherein he admitted that he was not appointed according to Bank Rules and Regulations but he was called for service and reiterated that he was working on permanent post. He admitted that when he was working, there were 4 permanent peons in the Bank. He also admitted that he was getting less wages/ salary then permanent peons. He also admitted that he did not make any written application for other rights. He denied that he abandoned his service in September-97 and rejoined his service in the Bank in April-98. He also denied that he was only provided work, when permanent peons were on leave or they were sick or transfer of peon or there is a load of work. He also denied that he never completed 240 days continuous working in any year. Further admitting that he has no evidence to show that he worked for 240 days in calendar year. His further evidence is that his working days were determined on the basis of salary paid to him by the Bank and that evidence regarding 240 days working is laying with the Bank. He claimed that his working days may be determined with the amount deposited in passbook. His further evidence is that he has not been given certificates regarding his work by the Bank, presently he is unemployed and not in gainful employment. His family consists of 6 members. On behalf of the second party no any pursis was filed demanding for production of documents from Bank. More so, no any documents has been filed on behalf of the first party Bank to refuse the claim of the workman that he completed 240 days of work in every calendar year. Even the Ist party Bank did not adduce any oral evidence in support of written statement at Ext. 5 and for denying the claim of second party workman as per his evidence at Ext. 12. The claim of the workman as per evidence that all the documents are with the Bank to show that he worked for more than 240 days in calendar year and that the payment of his wages in his SB Pass Book go to support his such claim could not have been denied by the first party Bank though no demands made on behalf of the second party for production of document but in this regard the first party Bank has also failed to discharge such subsequent onus to discredit the claim of the workman that he never completed 240 days of work in calendar year.

On behalf of the second party case law has been cited reported in case of State of Gujarat and Another V/s Jitendra M. Raval & Another 2009 (1) Gujarat Law Reporter page 594 wherein it has been held if workman has not been given any documentary evidence by employer, employer has to disprove the facts came on record in oral evidence of workman. The concern workman in his evidence at Ext. 12 has claimed that he was continuously working in the Bank and had also

completed 240 days of work in every calendar year and thus initial onus by the workman has successfully been discharge in proving that he completed 240 days of work in calendar year preceding his termination by the first party Bank. So the onus shifted upon the first party Bank to refuse such claim of the workman by adducing documentary evidence like payment vouchers, Bank account of the workman and other paper to show that the second party workman never completed 240 days of work in any calendar year. In absence of any evidence on behalf of the first party Bank, the oral evidence of the second party workman has to be accepted that he completed 240 days of work in calendar year. So when the workman had completed 240 days of work in every calendar year including in the calendar year preceding his termination w.e.f. 31-1-2000, there was requirement by the first party Bank to send retrenchment notice under Section 25 (F) of the ID Act or notice pay in lieu of retrenchment notice to the workman as per rule. The case law relied upon by Shri B.K. Oza, Advocate for the first party reported in 2006 LLJ Supreme Court 268 in the case of Surendranagar Panchayat and another and Jethabhai Pitambarbhai does not go to support the contention of the first party because second party has initially discharged his onus of proving that he completed 240 days of work preceding his termination. Subsequent onus to disprove such position is upon the first party Bank but the first party Bank failed to discharge this onus.

(8) For the reasons noted above, I find and hold that the second party workman Shri Dabhi Kanaji Ramaji completed 240 days of work in year preceding his termination. This issue is therefore decided in favour of the second party workman.

(9) ISSUE NO. IV & V

Even though the workman completed 240 days of work in some calendar years preceding his termination that by itself the workman or its union shall have no right to demand for reinstatement with full back wages on violating provisions under Section 25 (F) of the ID Act, by the employer first party Bank, because workman was daily rated worker and had not been appointed as per rules and regulations of the Bank, his wage were being paid on calculating days of work @ Rs. 70 per day so it has to be bourn-in-mind that the category of the second party workman was of daily rated worker and not as that of regular employee appointed as per rules and regulation of the Bank. The Hon'ble Supreme Court in its decision in the case of Senior Superintendent, Telegraph (Traffic), Bhopal Vs Santoosh Kumar Seal reported in 2010 (0) GLHEL-SC48255 has opined that in such case where the workman is said to have completed 240 days of work as daily rated worker instead of reinstatement, he should be awarded compensation that would subserve the ends of justice. So, in view of the aforesaid case law of Hon'ble Apex Court the demand of Gujarat Shramjivi Parishad, Ahmedabad for reinstatement of workman with full back wages along with continuity in service and all consequential benefits in respect of Shri Dabhi Kanaji Ramaji by the management of State Bank of India is not at all justified. This issue is therefore decided against second party. Further considering issue No. V as to whether the workman is entitled to get any relief, I find and hold that since the workman had completed 240 days of work in the year preceding his termination. So, he is entitled to get compensation from the first party Bank and considering the nature of the case and the tenure of the work of the second party workman an amount of Rs. 10,000 is awarded to the second party workman byway of compensation.

(10) ISSUE No. I, II & VI

In view of the findings given to issue No. III, IV, V in the foregoing paragraph, I find and hold that the reference is maintainable and the second party has got valid cause of action to raise dispute and he is entitled to get compensation of Rs. 10,000 from the first party. This reference is allowed in part. The first party is directed to pay compensation of Rs. 10,000 to the second party workman Shri Dabhi Kanaji Ramaji through his union Gujarat Shramjivi Parishad, Ahmedabad within 60 days of receipt of this award. Failing which the amount of compensation shall carry interest @ 9% per annum.

This is my award.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 9 मई, 2012

का.आ. 1880.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 90/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-05-2012 को प्राप्त हुआ था।

[सं. एल-12012/118/2006-आई आर (बी-I)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

S.O. 1880.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the Award (Ref. 90/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their their workman, received by the Central Government on 09-05-2012.

[No - L-12012/118/2006-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 30th April, 2012

Present : A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 90/2006

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of State Bank of India and their Workman)

BETWEEN

Sri M. Gowrishankar	:	1st Party/Petitioner
Vs.		
1. The Dy. General Manager (SME) State Bank of India Local Head Office Circle Top House No. 16, College Lane Chennai-600006	:	2nd Party/ 1st Respondent
2. The Asstt. General Manager State Bank of India Mylapore Branch Chennai -600004	:	2nd Party/ 2nd Respondent

APPEARANCE:

For the 1st Party/Petitioner	:	Sri S. Ayyathurai, Advocate
For the 2nd Party/1st & 2nd Mngmt	:	M/s. T. S. Gopalan & Co., Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/118/2006-IR(B-I) dated 04-12-2006 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the Management of State Bank of India in imposing the punishment of removal from the services of Sri M. Gowrishankar with effect from 03-04-2006 for the charges levelled against him is just and proper?" If not to what relief is the applicant entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 90/2006 and issued notices to both sides. Both sides entered appearance and filed Claim Statement Counter, Statement and Reply Statement as the case may be.

3. Brief averments in the Claim Statement necessary for discussion are as follows :

The Petitioner-Daftry under the service of the Respondent for 20 years has had preferred complaints in respect of certain illegal acts of Mahalingam, Asstt. General Manager of the Respondent Bank regarding incurring of irregular expenditure by misuse of public money. He also submitted letter on 23-08-2002 pointing out the irregularities. But no action was taken by the Management. Instead it was booking the petitioner with charges in a vindictive manner. On 15-07-2004 the petitioner under a bonafide belief installed the photograph of Dr. Ambedkar in the Adyar branch of the bank. The Management called upon him to explain by saying by the act, the ambience of the hall was spoiled. He replied on 21-07-2004 pointing out that he only installed the photograph of Dr. Ambedkar, the founding father of the Constitution. Thereafter the Management started harassing him falsely in many ways. False remarks were rendered in the Attendance Register. On 24-08-2004 under a purported strike of employees to which he was not party, Mr. Arun, Asstt. General Manager left the place with key against which he complained on 25-08-2004. The petitioner was charge sheeted on 21-09-2004 for the incident on 15-07-2004. The substance of the charges is that the petitioner left the bank on 15-7-2004 without permission and came back after 0300 PM with outsider which when resisted by the Security Guards, the petitioner shouted at them saying that he has had permission from the Asstt. General Manager (AGM). The petitioner got hit nails on the wall panel, damaged property and the portrait of Dr. Ambedkar was installed without permission, that on 19-07-2004, the petitioner arranged 25 persons to arrive at the branch and threatened AGM, the petitioner spoiled image of the bank by instigating SC/ST Welfare Employees Association, that on 02-08-2004, the petitioner was in possession of bunch of pamphlets to arrest DGM and AGM, left the branch premises

earlier than regular time without permission on various dates, he made alterations in the Bank's Attendance Register and that he entering into the cabin of Mr. Prakash, Manager (Accounts) threatened him for rendering remarks in the Attendance Register against the conduct of the petitioner. The charges are malafide and are denied. The complaints filed by Mr. M. Chandran, and S. Maheshwaran, Security Gaurds are false which are not mentioned in the Charge Memo. They are mere signatories to the complaints written in English since they do not have working knowledge of English. Their evidence in the enquiry is tutored. The portrait of Ambedkar was fixed after oral permission of AGM. The portrait was hung in an already existing nail. Posters were pasted to take action against the person who remarked that by hanging the portrait of Ambedkar, the ambience of the bank was spoiled. The enquiry was held in a biased manner and in violation of the principles of natural justice. The finding is on perverse reasons. The enquiry report in English though was forwarded to him, his request for a Tamil version was not considered and instead the proposed punishment of dismissal from service was being imposed. The same was modified into removal from service with superannuation benefits as per order dated 03-04-2006. In the guise of hanging of portrait of Ambedkar as a misconduct, various charges were being created against the petitioner in a vindictive manner under an evil design and oblique motive against the petitioner. The punishment imposed is also grossly disproportionate requiring interference under Section-11A of the ID Act. The petitioner is now rendered jobless and is in distress. The punishment is sought to be set aside and he be reinstated.

4. The averments in the Counter Statement bereft of unnecessary details are as follows :

The dispute is barred by resjudicata. The petitioner had threatened the physically challenged woman with pouring of urine on her face and there was punishment of stoppage of increment for 3 years later reduced to 6 months on his expression of regret. The petitioner's conduct has been blemished and in-disciplined. The petitioner was charge sheeted for certain misconduct. An enquiry was held. The petitioner defended the enquiry with full opportunity and in the enquiry, Charge Nos. 1, 2, 3, 4, 5, 6, 8 and 9 were proved. Charge No. 7 was partly proved and Charge No. 10 and Charge No. 11 were not at all proved. The Tamil version of the enquiry report was given to him, In the appeal the proposed punishment of dismissal was modified into removal from service. The petitioner kept on falsely complaining against the officials with ulterior motives. It is denied that the petitioner obtained permission for installation of the portrait. The bank has not created false records against the petitioner. The petitioner was represented by a defence representative knowing English. The petitioner admitted that he arranged the display of the portrait. The allegation of malafides and victimization by the Respondent is rejected by the High Court. The punishment awarded is commensurate with the misconduct. The Management lost confidence in the petitioner and severed him from service. The petitioner is having employment as a Casual Worker with an earning of Rs. 150/- per day. Taking into account previous record of service of the petitioner, the punishment is to be found proper. The reference may be answered against the petitioner.

5. In the Reply Statement it is stated that an Industrial Dispute has been raised against the stoppage of increment. The extreme penalty imposed amounts to legal victimization. Enquiry findings are perverse. The petitioner is not gainfully engaged presently.

6. Points for consideration are :

(i) Whether the removal from service of the petitioner by the Management is legal and justified?

(ii) To what relief the petitioner is entitled to?

7. On the side of the petitioner, WW1 was cross-examined consequent to filing affidavit in lieu of Chief Examination and Ex. W1 to Ex. W60 were marked. No evidence was adduced on the side of the Respondent.

8. On the above material this Tribunal had passed an award on 15-05-2009 where under it was held that the punishment of removal from service of the workman Sri M. Gowrishankar is just and proper and that he is not entitled to any relief.

9. Aggrieved by the award the petitioner filed a Writ Petition before the Hon'ble High Court of Madras numbered as WP No. 21623/2009 in which as per order dated 15-09-2011 the Hon'ble High Court of Madras set aside the award and remitted the matter to this Tribunal for fresh consideration. It further directed the Management to supply the translated copies of the evidence and directed this Tribunal to complete the hearing and dispose of the matter after due notice to both parties, of course both directions ordered to be complied with within the definite time frame and to submit final award for publication in the Gazette of India. The other relevant observations made by the Hon'ble High Court in its order remitting the matter to this Tribunal are :

"8. The Supreme Court has clearly held that after the introduction of section-11A of the Industrial Disputes Act with affect from 15-12-1971, the Labour Court

has the power of an Appellate Court and it can also re-appreciate the evidence and come to different conclusion if the situation so warrants. The earlier judgment of the Supreme Court in Indian Iron and Steel Company Limited and another v. Workmen, AIR 1958 SC 130 was specifically held to be not holding the field in view of the introduction of Section-11A of the Industrial Disputes Act. The scope of Section-11A of the Industrial Disputes Act came to be explained by the Supreme Court in Workmen of Firestone Tyre and Rubber Co. v. Management (1973) 1 SCC 813 : 1973 I LLJ 278. The Supreme Court in the said judgment has observed as follows :

> ". . . . . The words "in the course of the adjudication proceeding, the Tribunal is satisfied that the order of discharge of dismissal was not justified" clearly indicate that the Tribunal is now clothed with the power to reappraise the evidence in the domestic enquiry and satisfy itself whether the said evidence relied on by an employer establishes the misconduct alleged against a workman. What was originally a plausible conclusion that could be drawn by an employer from the evidence, has now given place to a satisfaction being arrived at by the Tribunal that the finding of misconduct is correct. The limitations imposed on the powers of the Tribunal by the decision in Indian Iron & Steel Co. Ltd. case, can no longer be invoked by an employer. The Tribunal is now at liberty to consider not only whether the finding of misconduct recorded by an employer is correct, but also to differ from the said finding if a proper case is made out. What was once largely in the realm of the satisfaction of the employer, has ceased to be so, and now it is the satisfaction of the Tribunal that finally decides the matter".
>
> "To come to a conclusion either way, the Tribunal will have to re-appraise the evidence for itself. Ultimately it may hold that the misconduct itself is not proved or that the misconduct proved does not warrant the punishment of dismissal or discharge".
>
> "In other words, the Tribunal may hold that the proved misconduct does not merit punishment by way of discharge or dismissal. It can, under such circumstances, award to the workman only lesser punishment instead. The power to interfere with the punishment and alter the same has now been conferred on the Tribunal by Section-11A".

— "9. Notwithstanding the fact that the CGIT held the enquiry was fair and proper, it is incumbent upon the CGIT to look into the evidence and come to the conclusion as to the charges levelled against the petitioner are proved or not. In the present case, eleven charges were levelled against the petitioner vide charge memo dated 21-09-2004. Subsequent to the charge memo, the workman had given his explanation. Thereafter, an elaborate enquiry was conducted. The enquiry proceedings were recorded in Tamil and it runs into 277 pages. The enquiry report submitted by the Enquiry Officer found that charge Nos. 1 to 6 and 8 and 9 were proved, charge No. 7 was partly proved and charge Nos. 10 and 11 were not proved. During the enquiry, the Enquiry Officer examined not only the witnesses of the management, but there were also four defence witnesses".

— "12, At this stage, Mr. Balan Haridas, learned counsel for the petitioner submitted that the Presiding Officer of the CGIT was not familiar with Tamil and his mother tongue was Malayalam and even during the proceedings the substance of the evidence was stated before him but the translated copies of the enquiry proceedings were not available before him. Mr. K. S. Sundar, learned counsel for the Respondent/Bank is unable to controvert the said submission. Therefore, this single fact is enough to set aside the impugned award. When the Tribunals are constituted with specific statutory power to go into the evidence on record, the Tribunal should have called for translated copies of the documents before satisfying itself with reference to the legality of the evidence. In the light of the above, this Court has no hesitation to set aside the impugned award".

— "13. Mr. Balan Haridas, learned counsel appearing for the petitioner submitted that instead of remitting the matter for another round of litigation, this Court can itself go into the evidence and render a finding".

— "14. But, in the present case, this Court is not inclined to accept the said submission because this CGIT never recorded any finding on the specific misconduct alleged against the workman. In case the CGIT has discharged its duty to some extent, the question of reconsidering or looking into other evidence omitted by the CGIT is possible, but for the first time to plead the entire issue on merits and going into the satisfaction of the materials would amount to this Court usurping the powers of the CGIT and hence, this Court is not inclined to accept the stand of the counsel for the workman".

10. After remand both sides entered appearance through new lawyers. Petitioner filed additional Claim Statement. Respondent filed translated copies of evidence. Petitioner filed another IA for directing the Respondent to produce certain documents against which Respondent filed

Counter. As per order dated 15-03-2012 on IA 14/2012 the application to filed Additional Claim Statement and the application for direction to produce documents by the Respondent were dismissed. So much so the file Additional Claim Statement though filed and finds incorporated in the records is no longer a record reckonable for the purpose of adjudication of this dispute. As it is, no fresh evidence has been adduced which being beyond the scope of law and procedure and the Hon'ble High Court's order remitting the matter for disposal afresh after completing the hearing with due notice to both the parties.

Points (i) and (ii)

11. The Industrial Dispute is against the removal from service of the delinquent petitioner on the ground that the enquiry was held against the principles of natural justice and the finding vis-a-vis the reasons for the finding are perverse. A perusal of the enquiry report, documents, the rival pleadings of the parties and deposition of WW1 goes to show that neither the enquiry nor the finding or the reason leading to the finding is perverse. The charges on which the delinquent faced the enquiry were brought to his notice vividly and the delinquent faced the enquiry fully with the assistance of a defence representative. On the culmination of the enquiry proceedings, he was provided with report of the enquiry in English version though receipt of Tamil version is denied by the petitioner, but which is denied by the Respondent. The petitioner evidently was also personally heard before he was imposed the punishment of dismissal as well as before the Appellate Authority. It is after having given an opportunity of being heard that the Disciplinary Authority passed the punishment against him. The charges relate to the absence of the petitioner, that is by leaving early, coming late and absenting from the bank without permission of the bank, hanging of portrait of Dr. Babasaheb Ambedkar without the permission of the bank, keeping on complaining against the officials, causing threatening of AGM, arranging 25 persons to arrive at the bank branch, possession of pamphlets demanding arrest of DGM. General Manager and Asstt. General Manager, altering the bank's Attendance Register, himself threatening the Manager (Accounts), etc. According to the Respondent, dispute is barred by resjudicata. The petitioner's conduct has been blemished and in-disciplined. He kept on falsely complaining against the officials. The installation of portrait of Dr. Ambedkar was not with permission. The allegation of malafides and victimization alleged against the Respondent is found against by the High Court.

12. The petitioner has a further case that the extreme penalty imposed amounts to legal victimization whereas according to the Respondent, the punishment awarded, is commensurate with the misconduct and the Management lost confidence in the petitioner and so severed him from service.

13. The sum and substance of the charges against the petitioner is (a) that on 15-07-2004 the petitioner left the bank premises at 02.00 PM without obtaining permission and came back only at 03.00 PM with an outsider, (b) that when the Security Guards resisted the entry of the outsider the petitioner shouted at them and made a false statement that permission was obtained from the AGM and managed the entry of the outsider, (c) that the petitioner helped the outsider to hit the nails on the wall panel and thereby caused damage to the property of the Bank, (d) that the portrait of Bharat Ratna Dr. Baba Saheb Ambedkar was installed without permission and when resisted by the Guards made false statement that prior permission was obtained, (e) that on 19-07-2004 the petitioner arranged to send 25 persons to the branch and they threatened AGM and thereby brought outsider pressure to prevent disciplinary action, (f) that the petitioner spoiled the image of the Bank by spreading wrong information and distorting the truth by instigating the SC/ST Welfare Employees Association in pasting the posters against the AGM, (g) that on 2-8-2004 the petitioner was in possession of bunch of pamphlets to arrest DGM and AGM, (h) that on various dates left the branch premises earlier than the regular working hours without prior permission, (i) that the petitioner made alteration in the Bank's Attendance Register by overwriting the official noting and made false entries thereby tampering official records, (j) that the petitioner entered the cabin of Sri Prakash, Manager (Accounts) during business hours and threatened him about his actions about the marking of Attendance Register regarding early departure from the office hours and (k) that the petitioner arranged to threaten Mr. Jayaprakash, Manager (Accounts) through Office Bearers of State Bank of India SC/ST Employees Welfare Association. Out of 11 Charges (i) to (vi), (viii) and (ix) were held proved by the Enquiry Officer, Charge No. (vii) partly held proved by the Enquiry Officer which the Appellate Authority held as not proved at all and (x) and (xi) also not held proved by the Enquiry Officer.

14. It was argued on behalf of the petitioner that the charges were levelled against the petitioner because of his having brought to notice the irregularities of the AGM, Sri Arun to the higher authority. The irregularities so reported as mentioned in Para-5 of the Claim Statement are (a) regarding the so-called payment of Rs. 1,400 to one canteen boy named Veeriyan and Rs. 700 appropriated every three days for providing tea, etc. to the customers without there being any canteen or any expenses actually incurred, (b) regarding payment of money to one Muhu, Carpenter under the guise of doing carpentry work after interior decoration in Adyar Branch done at the cost of Rs. 68.00 lakhs. The payment has no basis, (c) regarding payment of 80 litres of diesel to an electrician contractor to run the generator during power cut even without any use of the generator in the absence of disruption of power supply. So also payment to the electrician under the pretext of buying bulb, choke.

etc. The driver of the car engaged on contract bass is paid daily under petty cash with no such payments having been made to earlier drivers and payment of Rs. 50 per hour to Auto Driver, Gurumurthy without any contract and without use of the Auto. The Management has not investigated into the irregularities. The petitioner caused to be sent Ex.W40-Letter and Ex.W41-Complaint regarding the irregularities and the said letters motivated the bank to proceed against the petitioner inflicting gross punishment. It is not stated by the witnesses, Security Guards who were the outsiders that came to display the portrait on 15-07-2004. It is clear that the witnesses did not know who hanged the photo. So the complaint of the Security Guard is false. One Jayakumar in Service Branch brought the photo but no action is taken against him. The complaint was written in Tamil originally but complaint in English was produced which shows that the complaint is not really written by the maker. In the absence of the original the same is devoid of evidentiary value and should not have been relied upon. It cannot be believed that the petitioner went out of the Bank and brought the photo. The petitioner was inside the bank only. There is no direct evidence to prove the incident. Finding is perverse. AGM had orally granted permission to the petitioner to do so. The vernacular complaints should have found annexed as part of the English version of the same. Ex.W55-Letter dated 08-09-2006 issued by the Government of India permits display of portrait of Dr. Ambedkar in Government Offices and Banks. There is no basis for the Charges. AGM has not stated that any outsiders have met him as arranged by the petitioner. Posters were set up by the Union only but the petitioner has been punished for no reason. Petitioner has been punished in victimization out of fictitious charges. For attributing instigation on the petitioner reliance is placed on preponderance of probability by the Enquiry Officer. AGM did not say regarding the incident of threatening by the outsiders which case is spoken to by PW7 only. The threatening words do not find a place in the letter of the AGM and they appear only in his deposition. Instances of petitioner's leaving office earlier pointed out are in relation to and commencing from the month of August 2004. There have been no show cause notices issued immediately for the several instances of leaving office prior to that. There is no case of his having been warned before. There is no evidence for tampering of records by the petitioner and the same is based on surmise and conjectures. Charges are fictitious and the finding is perverse and the action is in victimization against the petitioner. Ex.W13 dated 14-08-1987 pales into insignificance by Ex.W55 by which Government has allowed portrait of Dr. Ambedkar to be hanged in Banks and Offices. By lodging complaints against the Bank's irregularities petitioner having earned the anger or wrath of the higher officials he has been victimized. The relevant witnesses viz. PW5 and PW7 do not say petitioner having brought the outsiders or accompanied them. There is no reply or denial of Ex. W4-Letter of the petitioner alleging the AGM to have been making unnecessary remarks in the Attendance Register against the petitioner. The Management is vindictive. The Enquiry Officer proceeded on assumptions and presumptions. The charges have not been proved. Alternatively it is further contended on behalf of the petitioner that assuming the worst against the petitioner the approach in the matter of punishment has to be in a manner excluding the infliction of the capital punishment of termination from service. There is no heinous crime committed by the petitioner. He is to be reinstated into service invoking Section-11A of the ID Act clothed with further authority gained from the directions in the remand order for disposal of the matter after fresh consideration on hearing of both sides.

15. On behalf of the petitioner reliance was placed on the various decisions of the High Courts and the Apex Court as follows in BHARAT HEAVY PLATES AND VESSELS LTD. VISAKHAPATNAM VS. VELU THIRUPALI SRI RAMACHANDRAMURTHY (1981-LAB-IC-651) wherein Hon'ble High Court of Andhra Pradesh held "It is equally true that the penalty imposed must be commensurate with the gravity of the misconduct, and that any penalty disproportionate to the gravity of the misconduct would be violative of Art. 14 of the Constitution". The aforesaid judgment of the Supreme Court in Bhagat Ram's case AIR 1983 SC 454 : (1983 Lab IC 662) (supra) is a clear authority for the proposition that the State bound as it is by Arts. 14, 16 and 21 of the Constitution is without power to pick and choose at random any of the punishments which the management may impose and its punishment should be proportionate to the gravity of the proved misconduct. We agree that application of this new constitutional principle should be cautiously done. We may say normally a court under this doctrine should not interfere with a departmental punishment except for qualitative disproportionateness of the punishment. It means that in our case the management cannot award to its employees the extreme penalty of dismissal without reference to the gravity and nature of the misconduct and the circumstances under which the misconduct was found to have been committed and without examining the desirability and appropriateness of offering a chance to the workman to repent his past and reopen a new life.

— R. M. PALANIAPPAN VS. THE TRANSPORT COMMISSIONER, CHENNAI AND OTHERS (2006-1-MLJ-48) wherein Hon'ble High Court of Madras held "The extreme punishment of dismissal from service imposed on the petitioner is disproportionate for the reason that the main object and thrust behind awarding of punishment to an offender is only to mend him and not to strangulate. Otherwise the very purpose of awarding punishment would not be served".

— SRI GANESAR ALUMINIUM FACTORY, MADRAS VS. INDUSTRIAL TRIBUNAL, MADRAS AND ANOTHER (1983-LAB-IC-388)

wherein Hon'ble High Court of Madras held "Ultimately it may hold that the misconduct itself is not proved or that the misconduct proved does not warrant the punishment of dismissal or discharge. In other words, the Tribunal may hold that the proved misconduct does not merit punishment by way or discharge or dismissal. It can, under such circumstances award to the workman only lesser punishment instead".

— GUJARAT STEEL TUBES LTD. VS. GUJARAT STEEL TUBES MAZDOOR SABHA (1980-I-LLJ-137) wherein Supreme Court held "But the jural resolution of labour disputes must be sought in the law-life complex, beyond the factual blinkers of decided cases, beneath the lexical littleness or statutory texts, in the economic basis of industrial justice which must enliven consciousness of the Court and the corpus juris. So it is that we begin with two quotations—one from the Old Testament and the other from Gandhiji, the Indian New Testament - as perspective-setters. After all, industrial law must set the moral-legal norms for the modus Vivendi between the partners in management, namely, Capital and Labour. Cain retored, when asked by God about his brother Abel, in the Old Testament".

16. The contra arguments advanced on behalf of the Respondent are that it is not disputed that the petitioner has brought portrait of Dr. Ambedkar and hanged in the Bank Hall but his case is that he had obtained oral permission, which is not true. What is objectionable is indisciplined and defied manner of putting up portrait. There is no necessity of any outsider to be engaged if at all the portrait was being displayed as an internal matter and if it is with permission. Even under Section-11A it is not the task of the adjudicatory tribunal to overrule the view of the Enquiry Officer unless it is justified to do so. What is to be looked into is not whether there is adequate evidence but some evidence under which it could lawfully and legitimately be held conclusively as to the misconduct enquired into against the workman. There is no scope of interfering with the punishment at this stage of the consideration of the issue after remand from the Hon'ble High Court. There is no victimization proved against the Management. The charges stand fully proved and the petitioner is to be found guilty. There is no malafides or discrimination against the petitioner on any count. There is no scope for interference with the finding or the punishment imposed. There is no compassion to be shown to the petitioner, which would only be out of place. The petitioner should not have indulged in the activities of misconduct taking law into his own hands. The finding and the punishment imposed are to be kept intact.

17. On behalf of the Respondent reliance was placed on the following decisions in :

— FOOD CORPORATION OF INDIA WORKERS UNION VS. FOOD CORPORATION OF INDIA AND ANOTHER (1996-II-LLJ-920) wherein Supreme Court held "the only question was whether on weighting the probabilities, the materials placed by the petitioner was acceptable or rendered probable. The Tribunal has considered at length the minute particulars in the case, in the light of the requirements of the Evidence act, and has made much of the minor lapses in evaluating the probabilities. There are vague generalizations and an unreal or impractical approach to the materials available before it".

— TATA OIL MILLS CO. LTD. VS. ITS WORKMEN (1964-II-LLJ-113) wherein Apex Court held "Sri Menon contends that by parity of reasoning, in cases where the employee is unable to lead his evidence before the domestic tribunal for no fault of his own, a similar opportunity should be given to him to prove his case in proceedings before the industrial tribunal. In our opinion, this contention is not well-founded. The decision in the case of Phulbari Tea Estate (vide supra) proceeds on the basis which is of basic importance in industrial adjudication that findings properly recorded in domestic enquiries which are conducted fairly, cannot be re-examined by industrial adjudication unless the said findings are either perverse, or are not supported by any evidence, or some other valid reason of that character".

18. The question as to whether or not the charges have been proved is to be examined. Regarding Charge No. 1 that is leaving of bank premises at 0200 PM without permission and returning only at about 0300 PM, from the evidence of PW1 and PW2 it could be found proved that the workman brought the outsiders to the branch on 15-07-2004 and that he was not inside the branch just before 0300 PM. Direct evidence though lacking, from circumstantial factors centering around the incident and spoken to by the witnesses it could be found to be so. Any material logically probative to a prudent mind which is reliable and credible can lead to such a conclusion. Regarding Charge No. 2, that is shouting and making false statements to the Security Guards, etc. there is the version of PW2 which is furnishing sufficient material. That portrait was hung is virtually admitted by petitioner. That the AGM had granted permission cannot be accepted because in that case he would not have proceeded against the Security Guard calling for explanation. Regarding Charge No. 3 that the workman arranged hitting of nails and caused damage to the bank's property is proved from the evidence though the extent of damage is not specified. Regarding Charge No. 4, that is hanging of portrait of Bharat Ratna Dr. Babasaheb Ambedkar without permission, the same

evidence of PW1 and PW2 amply support the charge to have been true apart from the virtual admission of petitioner. Regarding Charge No. 5, that the workman having arranged to send 25 persons to the bank premises on 19-07-2004 whereof 2 persons alone have been permitted and they did threaten the AGM, is supported by the evidence of PW5 and PW7 where the link and causation for such persons to meet the AGM and have a talk with him about the action taken against the workman from being the workman alone cannot be lost sight of, the for the fact that the said act is not, and cannot be occasioned without the nexus and instigation from the part of the workman who is a member of SEWA whose grievance was then sought to be redressed. In order to appreciate the evidence it is pertinent to note that in any testimony given by a witness there would normally occur marginal or discrepancies or omissions or in the case of a number of witnesses interse their versions which have to be ignored. In other words, in the appreciation of evidence, allowances have to be given to marginal discrepancies or omissions in their evidence which is trite in law. It is also possible to rely on statutory presumptions available under the Indian Evidence Act. Regard having had to the normal human conduct it is also only to be expected from the workman to have had recourse to such a method of arranging by instigating the collected union persons to approach the AGM to ventilate his grievances. So viewed also, the workman cannot be totally a stranger to the action. Regarding Charge No. 6 that is spoiling the image of the bank by spreading wrong information etc. and distorting the truth, it is explained by the Circle CGM in his letter dated 27-07-2004 addressed to SEWA that it is unintentional and not meant as disrespectful. The objection was to the act of hitting nails causing damage in a place not intended for the purpose. Defence witnesses have not alleged any such disrespectful comments couched by the AGM. The workman is proved to have distorted truth to the dismay of the Management. As to whether the workman instigated. In the pasting of posters it could well be presumed that he did it because for every action on behalf of the workman thwarted by the Union, his instigation is there which is lawful to presume. Lawful presumptions duly drawn can be based for discussing preponderance of probability. On a preponderance of probability also Charge No. 6 could be found proved. Charge No. 7 is not held proved by the Appellate Authority. Regarding Charge No. 8, that is early leaving of the office without permission of the bank, there is PEX. 24 letter issued by PW6 to the effect that the workman used to leave the branch around 0130-0200 PM daily and not coming back after lunch which he did not choose to correct in spite of being pointed out. That being the case a disciplinary Register emerging formation and being maintained because of the workman cannot be ruled out and there is nothing unusual in it. Thus Charge No. 8 is also only to be held as proved. Regarding Charge No. 9, that is making of alterations in the Attendance Register by overwriting, on this aspect the version of the witnesses viz. PW4, PW6 and PW6 of the management are only to be believed. The misconduct is only to be held as proved. There is no substance in the arguments of the petitioner. The complaint regarding the alleged irregularities discernibly is not against Sri Arun, AGM but was against another AGM. Giving no reply to the complaint denying the irregularities cannot be found material enough to hold that the action against the petitioner is malafide. Charge No. 10 and 11 have not been held proved by the Enquiry Officer.

19. A perusal of the relevant records would show that the enquiry has been held properly and fairly. There is no bias from the Enquiry Officer against the petitioner. The finding is not perverse or illegal. The reasons for entering the finding are also not perverse, There is no violation of the principles of natural justice. As rightly argued by the learned counsel for the Respondent, the punishment imposed upon the petitioner is not for the hanging of the portrait of Dr. Babasaheb Ambedkar but was for the indisciplined and defying manner in which it was done. The case of the petitioner that the portrait was hung under the permission of AGM is discernibly not true. That the petitioner has been perennially negligent in attending to duties by arriving late and leaving early as well as by remaining absent during working hours is duly proved. That it was at the instance of the petitioner that 25 persons arrived at the office of the AGM and two of them coming to his room threatened him is proved. That the Attendance Registers containing remarks against the petitioner regarding the time of his attendance, leaving etc. from the bank noted by his superiors have been tampered with by him is proved. That the petitioner threatened with pouring urine on the face of a physically challenged female employee and that he has been punished with stoppage of increment for three years, later reduced to 6 months on his expression of regret is admitted and proved. This fact holds out as a record of his past misconduct. Though he has a case that an Industrial Dispute has been raised against it, it could be seen to be later in point of time than the presently disputed incident, the said incident having been occurred in the year 2000. Thus, an ex-post fact legal action has been projected by him as a shield to escape from his past misconduct being considered against him in the charges in the present enquiry. There need not be any reluctance to find that all these activities of the petitioner delinquent which were being committed by him deliberately challenging the authorities and causing much concern to the officials and the Management do amount to misconducts emanating from the petitioner.

20. The argument of the learned counsel of the petitioner that the mere installation of a photograph of Dr. Babasaheb Ambedkar cannot be reckoned as a misconduct, while is not to be rejected, I am also to bestow due importance to the argument of the learned counsel for

the Respondent that what is offending was not the very installation of the portrait of Dr. Ambedkar but the very manner of the petitioner getting it done without the permission of the Management after causing the arrival of outsiders into the bank without the permission and which when resisted by the Security Guards, the petitioner's arranging it to be got done telling them that he had got the permission from the AGM, which is utter falsehood. The further conduct of petitioner having arranged to cause the arrival of 25 persons at the bank and threatening the AGM by two of them, permitted to enter the room as a consequence, is also a most deprecable and unbecoming act on the part of the petitioner which goes against the discipline and smooth management of the Respondent/ Bank. A remark allegedly made by the AGM which he does not admit to have made in any bad sense by saying that the installation of portrait of Dr. Babasaheb Ambedkar has damaged the ambience of the bank hall is also seen made use of by the petitioner as a slogan or weapon to be used against the AGM by causing 25 persons to arrive at the bank and cause him to be threatened by two among them. It is an act of distortion of truth.

21. The petitioner has a case that the Respondent is moving against him motivated by malafides and with an object of victimizing him. It is pointed out on behalf of the Respondent that his contention does not hold good for the reason that High Court has already found in the Writ Petitions filed by the petitioner himself that such allegations are not true. Therefore, the case of the Respondent that as regards such allegations, the dispute is barred by resjudicata has to be upheld as true.

22. While I am to hold on the materials before me that the manner of enquiry and the finding in the enquiry are valid and legal, what is further germane for consideration is whether the punishment imposed on the petitioner has been disproportionate inviting interference by this Tribunal under Section-11A of the Industrial Disputes Act.

23. Generally, no Industrial Tribunal shall interfere with the punishment awarded by the Disciplinary Authority unless it is satisfied that the punishment imposed is shockingly disproportionate or that on the proved facts and circumstances of the case, no reasonable man should have imposed such a serious punishment. In this case, the punishment imposed was removal from service. Though, this is attacked as an instance of legal victimization by the petitioner that cannot be sustained for any reason. Here the Management was imposing the punishment of removal for reason, inter-alia, that there has been loss of confidence in the employee. In the decision of the Supreme Court in Kanhaiyalal Aggarwal and Others Vs. Factory Manager, Gwalior Sugar Co. Ltd. (2001-II-LLJ-111), the Supreme Court held that "what must be pleaded and proved to invoke the aforesaid principle is that (i) the workman is holding a position of trust and confidence; (ii) by abusing such position, he commits acts which result in forfeiting the same: and (iii) to continue him in service would be embarrassing and inconvenient to the employer or would be detrimental to the discipline or security of the establishment. All these three aspects must be present to refuse reinstatement on ground of loss of confidence cannot be subjective based upon the mind of the Management. Objective facts which would lead to the definite inference of apprehension in the mind of the Management regarding trust worthiness or reliability of the employee must be alleged and proved. Else, the right of reinstatement ordinarily available to the employee will be lost".

24. From the above discussion, I reiterate the conclusion that the enquiry held against the petitioner is fair and proper. The finding that the workman is guilty of Charge Nos. 1 to 6, Charge No. 8 and 9 is just and proper. Therefore the finding is only to be upheld as just and proper and it is so found.

25. Coming to the aspect of the punishment, the question is whether the punishment of dismissal later reduced to removal from service with superannuation benefits has been just and proper and not disproportionate to the gravity of the offence? This aspect was once considered in the earlier award dated 15-05-2009, which on being impugned before the Hon'ble High Court of Madras in Writ Petition No. 21623/2009 setting aside the award the matter was remitted to this Tribunal for fresh consideration. On this aspect the further concern is whether the punishment already imposed requires to be reconsidered going by the direction in the remand order. On behalf of the learned counsel for the petitioner it was argued that this Tribunal is clothed with authority to consider the aspect of punishment as well because the Hon'ble High Court has directed fresh consideration in all respects in the matter of fresh disposal of the ID but which according to the learned counsel for the Respondent there is no such scope for interference with the punishment by this Tribunal at this stage of the dispute after remand. Reliance was placed by both sides on a number of decisions which have been discussed supra.

26. Though in the impugned and set aside award it was found that punishment by way of removal from service is only to be kept intact as being only just and fair for reasons mentioned therein, having pondered over again for a quite long time after the remand in sequence of a series of logical transition of thoughts and for better reasons being discussed infra, gaining strength and clothed with authority from the decisions referred to above and from the directions of the Hon'ble High Court of Madras in the remand order I am of the considered view that on the further refined approach regarding imposition of punishment upon the delinquent for proved misconducts, gathered from the impeccable glimpses and perceptions contained in the

decisions of the Apex Court and other High Courts cited supra I feel emboldened and justified in steering clear of my thoughts in the direction why the petitioner shall not be given a lesser punishment than what was imposed on him by way of removal from service which is nothing short of capital punishment putting him in economic death. I am fortified in being led to such a stand because of the magnanimous approach adopted by the Supreme Court in its decisions cited supra (1980-I-LLJ-137) wherein it has emphasized "but from the jural resolution of labour disputes must be sought in the lawlife complex beyond the factual blinkers of desired cases, beneath the lexical littleness or statutory texts, in the economic basis of industrial justice which must enliven consciousness of the Court and corpus juris", the decision of the Hon'ble High Court of Andhra Pradesh (1981-LAB-IC-651) wherein it is emphasized that "in our case the management cannot award to its employees the extreme penalty of dismissal without reference to the gravity and nature of the misconduct and the circumstances under which the misconduct was found to have been committed and without examining the desirability and the appropriateness of offering a chance to the workman to repent his past and reopen a new life" and also the decision of the Hon'ble High Court of Madras (2006-1-MLJ-48) emphasizing that "the main object and thrust behind awarding a punishment to an offender is very to mend him and not to strangulate. Otherwise the very purpose of awarding punishment would not be served".

27. On an enlightened and more refined perceptions in the matter of punishment, taking a departure from the punishment earlier imposed by me in the impugned and set aside award, clothed with power and gaining strength from the directions in the remand order and decisions brought to my notice as discussed above I feel that the petitioner deserves to be given a modified lesser punishment than the termination from service by way of dismissal modified to removal with superannuation benefits. The punishment order of the management is seen to be detaching the workman from the disqualification of eligibility for future employment. Though the management has a case that it has lost confidence in him and he is being severed from service, the said fact is actually not substantiated by the bank though pleaded, but which is lacking in details. The said aspect also shall stand actually proved by the Management but not so done. The ground "loss of confidence" for termination from service requires to be cogently proved. The said aspect now falling for consideration is to be examined on wider views in the context of the decisions relied on by the petitioner and discussed by me supra. As argued by the learned counsel for the petitioner the workman is not charged of a heinous misconduct. He is only to be given a further chance by reinstating and repent his past thereby enabling him to be a righteous person. The punishments are generally meant to mend the persons and not to strangulate them. Herein by the impugned punishment the workman has been put to economic death. It is well to remember that no man is born criminal. But only circumstances may make him culpable. When one is inherently or intrinsically with some inborn traits of characters of blameworthy nature, regard having had to that such persons if proved to have committed a misconduct, unless given some chance to correct himself and repent for the past a capital punishment, if imposed will be total miscarriage of justice which is not the purpose of law and justice. Idiosyncrasies could be read in men varying from person to person and different persons react differently in a particular situation or incident. The conduct of the workman amounting to misconduct towards the superiors and the related acts moving with or motivating the Association causing irritation and nuisance to the conducive atmosphere and working of the bank, while has to be strongly deprecated, yet he is to be visited with the sanction of law by a lesser punishment than the one imposed on him, so as to give him an opportunity of mending himself by pocketing the sufferings already undergone by being deprived of his employment for quite a long time. Let his clamour for a reinstatement be approved by the management with magnanimous approach with fond hope of he being corrected to serve himself and the institution thereafter. The punishment on an overall reconsideration and review, discernibly falls under the category of a punishment disproportionate to the gravity of the misconduct.

28. In the circumstances I hold that by setting aside the punishment of removal from service, the petitioner be reinstated into service forthwith without back wages but with continuity of service and all other attendant benefits. Let the forfeiture of the back wages be the punishment for misconduct proved committed by him. Apart from that if once he is reinstated, thereafter the Management may keep him under observation to ensure that he is punctual in his duty and maintains discipline, peace and good behavior in the bank and premises and that he mends himself as a true and loyal employee to the satisfaction of the Management. If, in the wake of his removal from service the superannuation benefits have already been disbursed to him, the same shall be appropriately adjusted after his reinstatement into service.

29. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April, 2012)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri M. Gaurishankar

For the 2nd Party/Management : None

Documents Marked:

On the petitioner's side

Ex. No.	Date	Description
Ex.W1	17-07-2004	Memo issued by the respondent
Ex.W2	21-07-2004	Explanation given by the petitioner
Ex.W3	21-07-2004	Representation of the petitioner
Ex.W4	07-09-2004	Representation of the petitioner
Ex.W5	21-09-2004	Charge Memo
Ex.W6	—	Enquiry Proceedings
Ex.W7	—	Memo issued by Respondent (P. Ex. 1)
Ex.W8	—	Copies of attendance register form 10-07-2004 to 03-09-2004 (P. Ex. 2)
Ex.W9	27-07-2004	Letter of S. Maheswaran, Armed Guard (P. Ex. 3)
Ex.W10	27-07-2004	Letter of M. Chandran, Armed Guard (P. Ex.4)
Ex.W11	—	Letter of Adyar Branch (P.Ex. 5)
Ex.W12	—	Copy of Affidavit in W.P. No. 30029/04 (P.Ex.6)
Ex. W13	14-08-1997	Copy of LHO Letter (P. Ex. 7)
Ex.W14	27-07-2004	Copy of LHO Letter (P. Ex. 8)
Ex.W15	16-08-2004	Copy of Petitioner (P. Ex. 9)
Ex.W16	20-07-2004	Letter of Adyar Branch (P. Ex.10)
Ex.W17	—	Copies of Photos (P. Ex.11)
Ex.W18	—	Copy of Notice of AK. Gopalsamy (P.Ex.12)
Ex.W19	—	Copy of Disciplinary Proceeding Register (P.Ex. 13)
Ex.W20	07-09-2004	Letter of Adyar Branch (P.Ex. 14)
Ex.W21	11-09-2004	Letter of Petitioner (P. Ex. 15)
Ex.W22	07-09-2004	Letter of Petitioner (P.Ex. 16)
Ex.W23	09-09-2004	Letter of Petitioner (P.Ex. 17)
Ex.W24	10-09-2004	Letter of Petitioner (P.Ex. 18)
Ex.W25	—	Copy of Adyar Branch Notice (P.Ex. 19)
Ex.W26	—	Copy of Adyar Branch Notice (P.Ex. 20)
Ex.W27	—	SSLC marksheet of petitioner (P.Ex. 21)
Ex.W28	13-01-2004	Letter of Petitioner (P.Ex. 22)
Ex.W29	21-07-2004	Letter of Petitioner (P.Ex. 23)
Ex.W30	14-08-2004	Letter of Manager (P.Ex. 24)
Ex.W31	25-08-2004	Letter of Petitioner (P.Ex. 25)
Ex.W32	27-08-2004	Letter of Adyar Branch (P.Ex. 26)
Ex.W33	03-08-2004	Letter of State Bank of India SC/ST Association (P.Ex. 27)
Ex.W34	04-08-2004	Letter of Adyar Branch (P.Ex. 28)
Ex.W35	04-10-2004	Letter of Petitioner (P.Ex. 29)
Ex.W36	06-10-2004	Letter of Adyar Branch (P.Ex. 30)
Ex.W37	13-05-2000	Letter of Zonal Office (P.Ex. 31)
Ex.W38	16-03-2001	Letter of Petitioner (D.Ex. 1)
Ex.W39	23-08-2002	Letter of Petitioner (D.Ex. 2)
Ex.W40	04-04-2003	Letter of State Bank of India SC/ST Association (D.Ex. 3)
Ex.W41	17-05-2003	Letter of State Bank of India SC/ST Association (D.Ex. 4)
Ex.W42	03-11-2003	Letter of State Bank of India SC/ST Association (D.Ex. 5)
Ex.W43	08-07-2005	Prosecution Brief
Ex.W44	—	Defence Brief
Ex.W45	24-08-2005	Enquiry Report
Ex.W46	27-10-2005	Letter of Petitioner
Ex.W47	23-11-2005	Personal Hearing Notice
Ex.W48	28-11-2005	Letter given in Personal Hearing and Personal Hearing Proceedings
Ex.W49	02-12-2005	Order of Dismissal
Ex.W50	—	Appeal
Ex.W51	23-01-2006	Representation given in Personal Hearing
Ex.W52	16-03-2006	Personal Hearing Proceedings
Ex.W53	22-03-2006	Letter of Defence Representative
Ex.W54	03-04-2006	Order in Appeal (Tamil and English Version)
Ex.W55	08-09-2006	Order of Government of India
Ex.W56	—	Extract from Sastry Award
Ex.W57	—	Photo Album
Ex.W58	—	Negatives of Photo Album
Ex.W59	15-11-2006	Copy of letter from Office of Chief Labour Commissioner (Central), Chennai to Dy. Chief Labour Commissioner (Central), Chennai
Ex.W60	04-04-2007	Copy of letter from State Bank of India Ambedkar Trade Union to Asstt. Labour Commissioner (Central), Chennai

On the Management's side

Ex. No.	Date	Description
	Nil	

नई दिल्ली, 9 मई, 2012

का.आ. 1881.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 34/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था ।

[सं. एल-12012/170/2002-आईआर (बी-I)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

S.O. 1881.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2003) of the Central Government Industrial Tribunal/Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 9-5-2012.

[No.- L-12012/170/2002-IR (B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/34/2003 Date : 30-04-2012

Party No. 1 : The Asstt. General Manager,
State Bank of India, Hingna,
Industrial Estate, Branch
Hingna, Nagpur-440 016

V/s

Party No. 2 : The Zonal Secretary,
State Bank Worker's Organisation,
542, Dr. Munge Marg,
Congress Nagar, Nagpur-440 012

AWARD

(Dated : 30th April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of State Bank of India and their workman, Shri S.L. Bhisikar, for adjudication, as per letter No. L-12012/170/2002-IR (B-1) dated 27-1-2003, with the following schedule:—

> "Whether the action of the State Bank of India Hingna Industrial Estate, Br. MIDC Nagpur in awarding the punishment of reduction in 2 stages of pay from the salary of Shri S.L. Bhisikar, Assistant working in S.B.I., Central Avenue, Nagpur is proper, legal and justified? If not, what relief the said workman is entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman Shri S.L. Bhisikar, ("the workman" in short) through his union, the State Bank of India workers' Organisation ("the union" in short) filed the statement of claim and the management of State Bank of India, Hingna Industrial Estate Br. MIDC, Nagpur, ("party no. 1" in short) filed the written statement.

The case of the workman as projected in the statement of claim is that the conditions of service of the employees of the Bank are governed by the provisions of Sastri Award and Desai Award as modified from time to time and the present dispute is the outcome of the management's misinterpretation of the provisions of Sastri Award, leading to levelling of false charges of gross misconduct and imposition of punishment of reduction in two stages of pay against him and the departmental enquiry held against him was conducted in violation of the principles of natural justice and the enquiry was an empty formality and therefore, the entire enquiry stands vitiated and during the enquiry, the conduct of the enqurry officer was pre-judicial against him and during the course of cross-examination of the witness for the management, the enquiry officer did not allow his defence representative to put relevant questions, which were necessary to prove his innocence and many important question were turned down by the enquiry officer on the ruling of the same to be irrelevant , thereby a fair chance of effective cross-examination was denied and on that ground alone, the enquiry stands vitiated and repeated requests were made by the Defence Representative to summon the defence witnesses, as because, the witnesses were not permitted to come to give evidence on his behalf, unless and until, their superior officers were informed about the same by an official communication by the enquiry officer, but the enquiry officer turned down such requests on the ground of his having no power to summon the defence witnesses and it was the responsibility of the defence side to arrange for their presence and it was also observed by the enquiry officer that the defence witnesses should approach their head office and seek their relieve and in case such permission would not be accorded then the matter would be referred to the Disciplinary Authority and such action of the enquiry officer was in gross violation of the principles of natural justice and the enquiry officer also did not permit him to examine the witnesses as per list and therefore, the enquiry proceeding suffered from great infirmity and the defence representative being aggrieved with the attitude of the enquiry officer, approached the Disciplinary

Authority vide letter dated 27-6-98 to intervene in the matter to save the interest of the workman and to change the enquiry officer, but no action was taken by the Authority on the said letter and the enquiry proceeded ex-parte against him and the enquiry officer was biased against him right from the inception of the enquiry and the enquiry report was totally based on the evidence adduced by the management and so also the written submission made by the management and he did not consider the contradictions in the evidence of the two witnesses examined on behalf of the management and the written brief submitted on his behalf and the testimonies of the management witnesses are not reliable and their testimonies are not at all sufficient to link him with the alleged charge of gross misconduct. It is further pleaded by the workman that though three charges were levelled against him, in sum and substance, the basic charge was pasting the poster, which acoording to the management was gross misconduct covered under clause 521 (4)(c)(d)(e) & (j) of Sastri Award, but evidence adduced by the management was grosaly insufficient to prove the alleged charges and even if, it is assumed that the pasting of posters as alleged is true, then also, the act cannot be said to be gross misconduct as defined under Sastri Award, but in fact, there was no misconduct much less the misconduct alleged to be committed by him and during the enquiry, management heavily placed reliance on the opinion submitted by an advocate, who had given opinion that pasting of posters amounts to gross misconduct and in absence of any circular by the Bank prohibiting the employee from pasting posters, the action of the management basing on the opinion of the advocate is of no consequence and is totally illegal and when charges were framed, management did not rely upon the said opinion and charges were framed on the basis of Sastri Award and had the management mentioned about such opinion of the advocate in the charge sheet, he could have replied on the same in his show cause and such evidence was produced only during the enquiry and from the same, it can be inferred that from the inception, enquiry proceedings were conducted with a bias attitude to favour the management.

It is also pleaded by the workman that the Disciplinary Authority also mechanically affirmed the findings of the enquiry officer and did not consider the fact that request had been made by him for change of the enquiry officer and the findings arrived at by the Authorities are out and out erroneous and cannot stand the scrutiny of both fact and law.

Prayer has been made to set aside the punishment imposed against the workman.

3. The party no. 1 in its written statement has pleaded inter-alia that the workman and Mr. Wazalwar and some other employee of the Bank along with some strangers unauthorizedly enter into Mahal Branch of the Bank on 04-12-1995 and disturbed the Industrial peace by pasting posters, even though they were prevented by the watchman on duty and the bank took cognizance of the gross misconduct committed by the workman and accordingly issued charge sheet under para. 521 (4)(c)(d)(e) & (j) of Sastri Award on 23-08-1996 and the charges were short and simple in nature and did not require any expert to defend the charges and it was decided to hold an enquiry against the workman and accordingly, Shri R.P.P. til was appointed as the enquiry officer on 25-9-1996 and in the enquiry, the workman was duly represented by experienced and technically qualified defence representative of his choice and the workman adopted delay tactics and tried to frustrate the purpose of the enquiry and during the enquiry two witnesses were examined and four photographs were produced by the Bank, but the sittings of the enquiry were held on more than 48 times and to prolong the enquiry, the workman demanded 44 documents and also submitted list of 23 witnesses, without showing any relevancy for the same and all the irrelevant and uncalled for documents were asked to be produced by the workman and out of them, the relevant documents were produced and copies of the same were supplied to the workman and in the list of witnesses, the workman had mentioned the name of the employees, working in different branches and offices of the bank, who had no connection with the enquiry and the two witnesses were cross-examined on various irrelevant issues not connected with the charges and the said facts show as to how the workman was making the mockery of the enquiry. It is further pleaded by the party no. 1 that instead of contesting the enquiry on merits, the workman adopted all the tactics to delay the enquiry and he misused the rights during the enquiry and blaming the Bank for not following various procedural formalities and it is alleged that the enquiry proceeded expaste on 9-7-1998, but the workman was present before the enquiry officer but he wanted to get the enquiry adjourned for one reason or the other, which was rightly rejected by the enquiry officer and the workman refused to defend his case and the bank and the defence submitted written notes of argument in support of their respective cases on 04-09-1998 and 12-11-1998 respectively and the submission of the written notes of argument by defence representative, reply to show cause notice by the workman, appeal to the appellate authority and appearance for personal hearing etc. proved that infact the workman did not want to examine any witness in support of his case and only to delay the enquiry, the workman and his defence representative withdrew from the enquiry and the enquiry officer after consideration of the entire materials on records, documents and versions of the parties, submitted his report on 2-2-1999, holding all the charges to have been proved against the workman and the Disciplinary Authority duly considered the enquiry report and after examining the entire matter

independently came to the conclusion that the charges against the workman have been proved and recorded independent reasons for the same and on 22-08-2000, the Disciplinary Authority issued show casue notice along with the enquiry report to the workman in regard to the proposed punishment and the workman acknowledged the receipt of the show cause notice and filed his reply to the show cause notice by his letter dated 14-09-2000 and before passing of the final orders, the workman was given personal hearing to the proposed punishment and after considering all the facts, evidence on record and personal hearing the Disciplinary Authority by order dated 10-02-2000 inflicted the punishment of bringing down the scale of pay by one stage for each of the three charges and the workman preferred an appeal to the appellate authority on 23-03-2001, against the order of the Disciplinary Authority and the Appellate Authority also gave the opportunity of personal hearing to the workman and the Appellate Authority by the reasoned order dated 12-12-2001 maintained the order of the Disciplinary Authority, but modified the punishment and imposed the punishment of reduction of the basic pay by two stages. It is also pleaded by the party no. 1 that the dispute in question is not an industrial dispute and an individual dispute has been sought to be pleaded as an industrial dispute and as such, this Tribunal has no jurisdiction to adjudicate the dispute and the enquiry was conducted by following the principles of natural justice and the enquiry officer conducted the enquiry in a fair and proper manner and there is no grain of truth in the allegations made by the workman and the enquiry officer cannot be directed to summon the witnesses and the practice followed in the enquiry is that the parties have to produce their evidence and the enquiry officer cannot compel any person to remain present before him for evidence and the enquiry officer doesn't have the power of the court in this respect and the enquiry officer was not biased and all the relevant documents were supplied to the workman and demand of unnecessary and irrelevant documents was rightly rejected after due consideration and the enquiry report was totally based on the evidence on record and after taking into consideration all the relevant materials on record and the Disciplinary Authority independently consider all aspects of the case and came to a independent conclusion and the request of defence representative for change of enquiry officer was duly considered by the Disciplinary Authority and was found baseless and as such, the request was turned down and the defence was communicated about the decision of the Disciplinary Authority and as such, the workman is not entitled for any relief.

4. Even though, this is not a case of discharge, dismissal or termination of services of the workman, still then in the interest of justice, the fairness of the departmental enquiry conducted against the workman was taken for consideration as a preliminary issue and by order dated 5-8-2011, the departmental enquiry conducted against the workman was held to be legal, proper and in accordance with the principles of natural justice.

5. In the written notes of argument, it has been contended by the learned advocate for the workman that the findings of the enquiry officer are perverse and the punishment based on such contrary findings is bad in law and the punishment inflicted by the disciplinary authority is not only disproportionate to the alleged charges, but also, a punishment for not doing any misconduct as per the provisions of the Sastri Award. It has been further submitted by the learned advocate for the workman that the allegations made against the workman in the charge sheet do not constitute any misconduct as specified under para 521 (4)(c) (d) and (j) of Sastri Award and the enquiry officer had pointed out such facts in his report and the disciplinary authority deliberately ignored to consider such fact, before imposing the punishment and submission of the charge sheet against the workman was illegal and the punishment imposed on the basis of illegal charge sheet is not tenable in law. The learned advocate for the workman also has assailed the reliability of the evidence adduced by the management in the enquiry and mentioned the evidence of the witnesses in detail in the written notes of argument. It has been submitted that the enquiry officer submitted the perverse findings neglecting the facts and circumstances surfaced during the cross-examination of the prosecution witnesses and the findings are not based on legal evidence and proper reasoning were not given by the enquiry officer for coming to the conclusion and as such, punishment imposed on such illegal and perverse findings is bad in law.

In support of such contentions, the learned advocate for the workman has relied on the decisions reported in 1984 (1) SCC-1 (Glaxo Laboratories India Limited Vs. Presiding Officer, Labour Court, Meerut), 1985 (II) SCC-35 (Rasiklal Vaghajibhai Patel Vs. Ahmedabad Municipal Corporation), 2011 III CLR- 334 (Central Hindu Militrary Education Society Vs. Vivek Vasantrao), (1969) II LLJ-372 (SC) (Central Bank of India Vs. Prakashchand Jain), (1976) LAB I.C. 4 (SC) (Bharat Iron Works Vs. Bhagubhai Bababhai Patel) and some others.

6. Per contra, it has been submitted by the learned advocate for the party no.1 that by order dated 5-8-2011, it has already been held that the enquiry was fair and legal and it is well settled that the Tribunal has no jurisdiction to sit in appeal and to decide for itself whether the charges framed against the workman had been established to its satisfaction, but only to see it management was justified in coming to the conclusion in a bonafide, fair and proper domestic enquiry that the

charges against the employee were well founded and conclusive proof of guilt is not required in the domestic enquiry and court should not normally interfere in disciplinary matters and punishment in respect of either the factual findings regarding guilt or with penalty or punishment imposed by departmental authorities and re-appreciation of evidence is not permissible in departmental enquiry and the court is not concerned with the adequacy or reliability of evidence and if there is some legal evidence on which findings can be based, then adequacy or even reliability of the evidence is not a matter to be canvassed before the court and in this case, the findings of the enquiry officer are based on the evidence on record and reasons have been assigned for coming to such findings and as such, it cannot be said that the findings are perverse and commission of misconduct as per the Sastri Award has been proved against the workman in a properly conducted departmental enquiry and therefore, the punishment imposed against him cannot be said to be disproportionate and there is no scope to interfere with the punishment.

In support of such contentions, reliance has been placed by the learned advocate for the management on the decisions reported in AIR 1974 SC-555 (EP Royappa Vs. State of Tamilnadu), 1995 SCC (L & S)-292 (Govt. of Tamilnadu Vs. A. Rajapandian), 2005 SCC (L & S) -298 (Bharat Forge Co. Ltd. Vs. Uttam), 1999 LIL 2819 (SC) (BOI Vs. D. Suryanarayana), (1999) SCC (L & S) 1424 (R.S.Q. Saini Vs. State of Punjab), 2006 SCC (L& S)-1573 (State Bank of India Vs. Ramesh Dinkar Pande) , AIR 1984 SC. 1158 (Union of India Vs. Parmananda), 2004 SCC (L & S)-530 (Union of India Vs. P. Chandra Monli) and same others.

7. It is clear from the principles enunciated by the Hon'ble Courts in the decisions cited by the learned advocates for the parties that,

i) "Unless either in the Certified Standing Order or In the service regulations, an act or omission is prescribed as misconduct, it is not open to the employer to fish out some conduct as misconduct and punish the workman, even though the alleged misconduct would not be comprehended in any of the enumerated misconducts."

ii) A departmental enquiry is not bound by strict rules of Evidence Act, but by fair play and natural justice. Only total absence but not sufficiency of evidence before Tribunal is ground for interference by court.

iii) In a case where there is no defect in procedure in the course of a domestic enquiry into the charges for misconduct against an employee, the Tribunal can interfere with an order, where the findings are perverse or where there is no prima facie case. In such a case, the Tribunal does not sit as a court of appeal, weighing or re-appreciating the evidence itself, but only examines the findings of the enquiry officer on the evidence in the domestic enquiry as it is.

So, now, the present case at hand is to be considered with, the touch stone of the principles enunciated by the Hon'ble Apex Court and Hon'ble High Courts in the decisions referred by the learned advocates for the parties.

8. The first contention raised by the learned advocate for the workman is that the allegations made against the workman in the charge sheet do not constitute any misconduct as specified under para 521 (4) (c) (d) (e) and (j) of Sastri Award and as such, the punishment imposed against the workman is illegal. However, after going through the documents of the enquiry proceedings including the charge sheet, it is found that there is no force in the contention raised by the learned advocate for the workman. The allegations against the workman certainly amount to disorderly and indecent behavior in the premises of the Bank, attempt to cause damage to the property of the Bank, willful disobedience of any lawful and reasonable order of the management and an act prejudicial to the interest of the bank, which are misconducts as per para 521 (4) (c) (d) (e) and (j) of Sastri Award. Hence, with respect, I am of the view that the decisions cited by the learned advocate for the workman in this respect have no application to the present case in hand.

9. On perusal of the enquiry report submitted by the enquiry officer and other documents of the enquiry, it is found that this is not a case of no evidence. The findings of the enquiry officer are based on the evidence adduced in the departmental enquiry. The enquiry officer has dealt with the charges one after the other and has analysed the evidence in a rational and logical manner. Cogent reasons have been assigned by the enquiry officer in support of the conclusions arrived by him. He has also taken the submission made by the defence. It is also not a case that there is no legal evidence on record against the workman with reference to the charge or that it is a case where no reasonable person can arrive at a conclusion of guilt made out against the workman on the evidence recorded against him in the domestic enquiry. Hence, the findings of the enquiry officer cannot be said to be perverse.

10. On perusal of the evidence recorded in the enquiry and the materials on record, it is also found that this is not a case of victimization. Commission of misconduct under para 521 (4) (c) (d) (e) and (j) of Sastri Award has been proved against the workman in a properly held departmental enquiry. The punishment imposed against the workman also cannot be said to be shockingly disproportionate. Hence, there is no scope to interfere with the punishment imposed against the workman. Hence, it is ordered :—

ORDER

The action of the State Bank of India Hingna Industrial Estate, Br. MIDC, Nagpur in awarding the punishment of reduction in 2 stages of pay from the salary of Shri S.L. Bhisikar, Assistant working in S.B.I., Central Avenue, Nagpur is proper, legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 9 मई, 2012

का.आ. 1882.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 27/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था ।

[सं. एल-12012/171/2002-आईआर (बी-I)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

S.O.1882.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 27/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 9-5-2012

[No. L-12012/171/2002-IR (B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/27/2003 Date: 30-4-2012

Party No. 1 : The Asstt. General Manager,
State Bank of India, Region-1,
Zonal Office, S.V. Patel Marg,
Nagpur 440 001

V/s

Party No. 2 : The Zonal Secretary,
State Bank Worker's Organisation,
542, Dr. Munge Marg,
Congress Nagar, Nagpur-440 012

AWARD

(Dated: 30th April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of State Bank of India and their workman, Shri P. D. Wazalwar, for adjudication, as per letter No. L-12012/171/2002-IR (B-I) dated 10-12-2002, with the following schedule:—

> "Whether the action of the State Bank of India through its Assistant General Manager, Region-1, Zonal office, Nagpur in awarding the punishment of reduction in 2 stages of pay from the salary of Shri P. D. Wazalwar, Assistant working in S.B.I., Central Avenue, Nagpur is proper, legal and justified? If not, what relief the said workman is entitled ?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman Shri P.D. Wazalwar, ("the workman" in short) through his union, the "State Bank of India workers Organization", ("the union" in short) filed the statement of claim and the management of State Bank of India, Zonal Office, Nagpur ("party no. 1" in short) filed the written statement.

The case of the workman as projected in the statement of claim is that the conditions of service of the employees of the Bank are governed by the provisions of Sastry Award and Desai Award as modified from time to time and the present dispute is the outcome of the management's misinterpretation of the provisions of Sastry Award, leading to leveling of false charges of gross misconduct and imposition of punishment of reduction in two stages of pay against him and the departmental enquiry held against him was conducted in violation of the principles of natural justice and the enquiry was an empty formality and therefore, the entire enquiry stands vitiated and during the enquiry, the conduct of the enquiry officer was pre-judicial against him and during the course of cross-examination of the witness for the management, the enquiry officer did not allow his defence representative to put relevant questions, which were necessary to prove his innocence and many important question were turned down by the enquiry officer on the ruling of the same to be irrelevant, thereby a fair chance of effective cross-examination was denied and on that ground alone, the enquiry stands vitiated and repeated requests were made by the Defence Representative to summon the defence witnesses, as because, the witnesses were not permitted to come to give evidence on his behalf, unless and until, their superior officers were informed about the same by an official communication by the enquiry officer, but the enquiry officer turned down such requests on the ground of his having no power to summon the defence witnesses and it was the responsibility of the defence side to arrange for their presence and it was also observed by the enquiry officer that the defence

witnesses should approach their head office and seek their relieve and in case such permission would not be accorded, then the matter would be referred to the Disciplinary Authority and such action of the enquiry officer was in gross violation of the principles of natural justice and the enquiry officer also did not permit him to examine the witnesses as per list and therefore, the enquiry proceeding suffered from great infirmity and the defence representative being aggrieved with the attitude of the enquiry officer, approached the Disciplinary Authority vide letter dated 27-6-98 to change the enquiry officer, but no action was taken by the Authority on the said letter and the enquiry proceeded ex-parte against him and the enquiry officer was biased against him right from the inception of the enquiry and the enquiry report was totally based on the evidence adduced by the management and so also the written submission made by the management and he did not consider the contradictions in the evidence of the two witnesses examined on behalf of the management and the written brief submitted on his behalf and the testimonies of the management witnesses are not reliable and their testimonies are not at all sufficient to link him with the alleged charge of gross misconduct. It is further pleaded by the workman that though three charges were leveled against him, in sum and substance, the basic charge was pasting the poster, which according to the management was gross misconduct covered under clause 521 (4)(c)(d)(e) & (j) of Sastri Award, but evidence adduced by the management was grossly insufficient to prove the alleged charges and even if it is assumed that the pasting of posters as alleged is true, then also, the act cannot be said to be gross misconduct as defined under Sastri Award, but in fact, there was no misconduct much less the misconduct alleged to be committed by him and during the enquiry, management heavily placed reliance on the opinion submitted by an advocate, who had given opinion that pasting of posters amounts to gross misconduct and in absence of any circular by the Bank prohibiting the employee from pasting posters, the action of the management basing on the opinion of the advocate is of no consequence and is totally illegal and when charges were framed, management did not rely upon the said opinion and charges were framed on the basis of Sastri Award and had the management mentioned about such opinion of the advocate in the charge sheet, he could have replied on the same in his show cause and such evidence was produced only during the enquiry and from the same, it can be inferred that from the inception, enquiry proceedings were conducted with a bias attitude to favour the management.

It is also pleaded by the workman that the Disciplinary Authority also mechanically affirmed the findings of the enquiry officer and did not consider the fact that request had been made by him for change of the enquiry officer and the findings arrived at by the Authorities are out and out erroneous and cannot stand the scrutiny of both fact and law.

Prayer has been made to set aside the punishment imposed against the workman.

3. The party no. 1 in its written statement has pleaded inter-alia that the workman and Mr. Bhinilkar and some other employee of the Bank along with some strangers unauthorizedly entered into Mahal Branch of the Bank on 4-12-1995 and disturbed the Industrial peace, by pasting posters, even though they were prevented by the watchman on duty and the bank took cognizance of the gross misconduct committed by the workman and accordingly issued charge sheet under para 521 (4)(c)(d)(e) & (j) of Sastri Award on 23-08-1996 and the charges were short and simple in nature and did not require any expert to defend the charges and it was decided to hold an enquiry against the workman and accordingly, Shri R.P. Patil was appointed as the enquiry officer on 25-09-1996 and in the enquiry, the workman was duly represented by experienced and technically qualified defense representative of his choice and the workman adopted delay tactics and tried to frustrate the purpose of the enquiry and during the enquiry, two witnesses were examined and four photographs were produced by the Bank, but the sittings of the enquiry were held on more than 26 times and to prolong the enquiry, the workman on 19-09-1997 demanded 37 documents and also submitted list of 23 witnesses, without showing any relevancy for the same and on 16-12-1997, he again filed list of 44 documents to be produced by the Bank and all the irrelevant and uncalled for documents were asked to be produced by the workman and out of them, the relevant documents were produced and copies of the same were supplied to the workman and in the list of witnesses, the workman had mentioned the name of employees working in different branches and offices of the bank, who had no connection with the enquiry and the two witnesses were cross-examined on various irrelevant issues not connected with the charges and on 27-6-1998, when the enquiry was on final stage, the workman and his defence representative left the venue of the enquiry, on the pretext that the enquiry was not conducted as per procedure, but the workman filed the written notes in support of his case on 5-11-1998 and the said facts show as to how the workman was making the mockery of the enquiry. It is further pleaded by the party no. 1 that instead of contesting the enquiry on merits, the workman adopted all the tactics to delay the enquiry and though it is alleged by the workman that the enquiry proceeded ex-parte on 27-06-1998, the workman and his counsel were present on 27-06-1998 before the enquiry officer and they wanted to get the enquiry adjourned for one reason or the other, which was rightly rejected by the enquiry officer and as such, the workman and his counsel withdrew from the enquiry and refused to take part and

the bank and the defence submitted written notes of argument in support of their respective cases on 4-9-1998 and 5-11-1998 respectively and the submission in the written notes of argument by defence representative, reply to show cause notice by the workman, appeal to the appellate authority and appearance for personal hearing etc. proved that in fact the workman did not want to examine any witness in support of his case and only to delay the enquiry, the workman and his defence representative withdrew from the enquiry and the enquiry officer after consideration of the entire materials on records, documents and versions of the parties, submitted his report on 02-02-1999, holding all the charges to have been proved against the workman and the Disciplinary Authority duly considered the enquiry report and after examining entire matter independently, came to the conclusion that the charges against the workman have been proved and recorded independent reasons for the same and on 8-5-2000, the Disciplinary Authority issued show cause notice along with the enquiry report to the workman in regard to the proposed punishment and the workman acknowledged the receipt of the show cause notice and filed his reply to the show cause notice by his letter dated 20-6-2000 and before passing of the final orders, the workman was given personal hearing to the proposed punishment and after considering all facts, evidence on record and personal hearing, the Disciplinary Authority by order dated 20-11-2000 inflicted the punishment of bringing down the scale of pay by one stage for each of the three charges and the workman preferred an appeal to the appellate authority on 2-1-2001, against the order of the Disciplinary Authority and the Appellate Authority also gave the opportunity of personal hearing to the workman and the Appellate Authority by the reasoned order dated 3-3-2001 maintained the order of the Disciplinary Authority but modified the punishment and imposed the punishment of reduction of the basic pay by two stages. It is also pleaded by the party no. 1 that the dispute in question is not an industrial dispute and an individual dispute has been sought to be pleaded as an industrial dispute and as such, this Tribunal has no jurisdiction to adjudicate the dispute and the enquiry was conducted by following the principles of natural justice and the enquiry officer conducted the enquiry in a fair and proper manner and there is no grain of truth in the allegations made by the workman and the enquiry officer cannot be directed to summon the witnesses and the practice followed in the enquiry is that the parties have to produce their evidence and the enquiry officer cannot compel any person to remain present before him for evidence and the enquiry officer doesn't have the power of the court in this respect and the enquiry officer was not biased and all the relevant documents were supplied to the workman and demand of unnecessary and irrelevant documents was rightly rejected after due consideration and the enquiry report was totally based on the evidence on record and after taking into consideration all the relevant materials on record and the Disciplinary Authority independently considered all aspects of the case and came to a independent conclusion and the request of defence representative for change of enquiry officer was duly considered by the Disciplinary Authority and was found baseless and as such, the request was turned down and the defence was communicated about the decision of the Disciplinary Authority and as such, the workman is not entitled for any relief.

4. Even though, this is not a case of discharge, dismissal or termination of services of the workman, still then in the interest of justice, the fairness of the departmental enquiry conducted against the workman was taken for consideration as a preliminary issue and by order dated 05-08-2011, the departmental enquiry conducted against the workman was held to be legal, proper and in accordance with the principles of natural justice.

5. In the written notes of argument, it has been contended by the learned advocate for the workman that the findings of the enquiry officer are perverse and the punishment based on such contrary findings is bad in law and the punishment inflicted by the disciplinary authority is not only disproportionate to the alleged charges, but also, a punishment for not misconduct as per the provisions of the Sastry Award. It has been further submitted by the learned advocate for the workman that the allegations made against the workman in the charge sheet do not constitute any misconduct as specified under para 521 (4) (c) (d) and (j) of Sastri Award and the enquiry officer had pointed out such facts in his report and the disciplinary authority deliberately ignored to consider such fact, before imposing the punishment and submission of the charge sheet against the workman was illegal and the punishment imposed on the basis of illegal charge sheet is not tenable in law. The learned advocate for the workman also has assailed the reliability of the evidence adduced by the management in the enquiry and mentioned the evidence of the witnesses in detail in the written notes of argument. It has been submitted that the enquiry officer submitted the perverse findings neglecting the facts and circumstances surfaced during the cross-examination of the prosecution witnesses and the findings are not based on legal evidence and proper reasoning were not given by the enquiry officer for coming to the conclusion and as such, punishment imposed on such illegal and perverse findings is bad in law.

In support of such contentions, the learned advocate for the workman has relied on the decisions reported in 1984 (1) SCC-1 (Glaxo Laboratories India Limited Vs. Presiding Officer, Labour Court, Meerut), 1985 (II) SCC-35 (Rasiklal Vaghajibhai Patel Vs.

Ahmedabad Municipal Corporation), 2011 III CLR-334 (Central Hindu Militrary Education Society Vs. Vivek Vasantrao), (1969) II LLJ-372 (SC) (Central Bank of India Vs. Prakash Chand Jain), (1976) LAB I.C.-4(SC) (Bharat Iron works Vs. Bhagubhai Bababhai Patel) and some others.

6. Per contra, it has been submitted by the learned advocate for the party no. 1 that by order dated 5-8-2011, it has already been held that the enquiry was fair and legal and it is well settled that the Tribunal has no jurisdiction to sit in appeal and to decide for itself whether the charges framed against the workman had been established to its satisfaction, but only to see it management was justified in coming to the conclusion in a bonafide, fair and proper domestic enquiry that the charges against the employee were well founded and conclusive proof of guilt is not required in the domestic enquiry and court should not normally interfere in disciplinary matters and punishment in respect of either the factual findings regarding guilt or with penalty or punishment imposed by departmental authorities and re-appreciation of evidence is not permissible in (departmental enquiry and the court is not concerned with the adequacy or reliability of evidence and if there is some legal evidence on which findings can be based, then adequacy or even reliability of the evidence is not a matter to be canvassed before the court and in this case, the findings of the enquiry officer are based on the evidence on record and reasons have been assigned for coming to such findings and as such, it cannot be said that the findings are perverse and commission of misconduct as per the Sastri Award has been proved against the workman in a properly conducted departmental enquiry and therefore, the punishment imposed against him cannot be said to be disproportionate and there is no scope to interfere with the punishment.

In support of such contentions, reliance has been placed by the learned advocate for the management on the decisions reported in AIR 1974 SC-555 (EP Royappa Vs. State of Tamilnadu), 1995 SCC (L & S)-292 (Govt. of Tamilnadu Vs. A. Rajapandian), 2005 SCC-(L & S)-298 (Bharat Forge Co. Ltd. Vs. Uttam) , 1999 LIL 2819 (SC) (BOI Vs. D. Suryanarayana), (1999) SCC (L & S)-1404 (R.S.Q. Saini Vs. State of Punjab), 2006 SCC (L& S)-1573 (State Bank of India Vs. Ramesh Dinkar Pande), AIR 1984 SC-1158 (Union of India Vs. Parmananda), 2004 SCC (L & S)-530 (Union of India Vs. P.Chandra Monli) and some others.

7. It is clear from the principles enunciated by the Hon'ble Courts in the decisions cited by the learned advocates for the parties that,—

(i) "Unless either in the Certified Standing Order or in the service regulations, an act or omission is prescribed as misconduct, it is not open to the employer to fish out some conduct as misconduct and punish the workman, even though the alleged misconduct would not be comprehended in any of the enumerated misconducts."

(ii) A departmental enquiry is not bound by strict rules of Evidence Act, but by fair play and natural justice. Only total absence but not sufficiency of evidence before Tribunal is ground for interference by court.

(iii) In a case where there is no defect in procedure in the course of a domestic enquiry into the charges for misconduct against an employee, the Tribunal can interfere with an order, where the findings are perverse or where there is no prima facie case. In such a case, the Tribunal does not sit as a court of appeal, weighing or re-appreciating the evidence itself, but only examines the findings of the enquiry officer on the evidence in the domestic enquiry as it is.

So, now, the present case at hand is to be considered with the touch stone of the principles enunciated by the Hon'ble Apex Court and Hon'ble High Courts in the decisions referred by the learned advocates for the parties.

8. The first contention raised by the learned advocate for the workman is that the allegations made against the workman In the charge sheet do not constitute any misconduct as specified under para 521 (4) (c) (d) (e) and (j) of Sastri Award and as such, the punishment imposed against the workman is illegal. However, after going through the documents of the enquiry proceedings including the charge sheet, it is found that there is no force in the contention raised by the learned advocate for the workman. The allegations against the workman certainly amount to disorderly and indecent behaviour in the premises of the Bank, attempt to cause damage to the property of the Bank, willful disobedience of any lawful and reasonable order of the management and an act prejudicial to the interest of the bank, which are misconducts as per para 521 (4) (c) (d) (e) and (j) of Sastri Award. Hence, with respect, I am of the view that the decisions cited by the learned advocate for the workman in this respect have no application to the present case in hand.

9. On perusal of the enquiry report submitted by the enquiry officer and other documents of the enquiry, it is found that this is not a case of no evidence. The findings of the enquiry officer are based on the evidence adduced in the departmental enquiry. The enquiry officer has dealt with the charges one after the other and has analysed the evidence in a rational and logical manner. Cogent reasons have been assigned by the enquiry officer in support of the conclusions arrived by him. He has also taken the submission made by the defence. It is also not a case that there is no legal evidence on record against the workman with reference to the charge

or that it is a case where no reasonable person can arrive at a conclusion of guilt made out against the workman on the evidence recorded against him in the domestic enquiry. Hence, the findings of the enquiry officer cannot be said to be perverse.

10. On perusal of the evidence recorded in the enquiry and the materials on record, it is also found that this is not a case of victimization. Commission of misconduct under para 521 (4) (c) (d) (e) and (j) of Sastri, Award has been proved against the workman in a properly held departmental enquiry. The punishment imposed against the workman also cannot be said to be shockingly disproportionate. Hence, there is no scope to interfere with the punishment imposed against the workman. Hence, it is ordered:—

ORDER

The action of the State Bank of India through its Assistant General Manager, Region-I, Zonal Office, Nagpur in awarding the punishment of reduction in 2 stages of pay from the salary of Shri P.D. Wazalwar, Assistant working In S.B.I., Central Avenue, Nagpur is proper, legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 9 मई, 2012

का.आ. 1883.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 47/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2012 को प्राप्त हुआ था ।

[सं. एल-42012/227/2003-आईआर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2012

S.O. 1883.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 47/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department, and their workmen, received by the Central Government on 9-5-2012.

[No. L-42012/227/2003-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D.No.47/2011

Shri Gopal Dutt S/o Sh.Durga Dutt,
C/o the President,
All India CPWD (MRM)
Karamchari Sangathan (Regd.),
No.4823, Gali No.13,
Balbir Nagar Extension,
Shahdara, New Delhi.110032 ... Workman

Versus

1. The Director General (Works)
Central Public Works Department,
Nirman Bhawan,
New Delhi-110001.

2. The Executive Engineer,
S.P.Marg Project,
CPWD, 35, S.P.Marg,
New Delhi ... Managements

AWARD

Central Public Works Department (hereinafter referred to as the management) engaged Shri Gopal Dutt as a muster roll 'Belder' on 08-02-1987. Thereafter he continuously served the management till December 31, 2000, the date when his services were discontinued. Aggrieved by the said order, he raised a demand of reinstatement of his services, which was not conceded to. He raised an industrial dispute before the Conciliation Officer, but conciliation proceedings ended in failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to Central Government Industrial Tribunal-II, New Delhi, vide order No.L-42012/227/2003-IR (CM-II), New Delhi dated 3-11-2004, with following terms:—

> "Whether action of the management of Central Public Works Department, New Delhi in terminating the service of Shri Gopal Dutt son of Shri Durga Dutt, Ex.Beldar with effect from 31-12-2000 is legal and justified? if not, to what relief is the workman entitled and from which date".

2. Claim statement was filed by Shri Gopal Dutt pleading therein that he was working with the management as muster roll Beldar with effect from 8-2-1987. He worked at Gole Market, DIZ area, Construction Division IV of the management, from where he was transferred to S.P. Mukherjee Marg project in 1994. He was not appointed against any project. He was entitled for regularization of his service since 8-2-1987. When his services were not regularized, he approached Central administrative Tribunal (in short the CAT) for regularization of his services. When his application was pending before the CAT, his services were dispensed with vide order dated 31-12-2000. Though his services were terminated yet juniors to him were retained in service. Act of terminating his services is violative of

statutory provision, such as 25.F, 25.G and 25-H of the Industrial Disputes Act, 1947 (in short the Act).

3. After termination of his service, his application was disposed of by the CAT with direction to the management to regularize his service. Pursuant to the direction so issued, his interview was conducted on 6-12-2001. However, his services were neither reinstated nor regularized. He projects that he was entitled to be given temporary status. He claims that his services may be reinstated with full back wages with consequential reliefs, besides regularization.

4. The management made a demurral of the claim pleading that the claimant was engaged purely on temporary basis in a project. Whenever a new project starts, the management needs extra hands who are engaged on temporary basis. On start of a new project, casual labour engaged in an earlier project is given preference in the new project. Engagement of the claimant came to an end when S.P. Marg project was near to the completion. Notice dated 1-12-2000 was served and thereafter his services were dispensed with on 31-12-2000. Due compliance of the provisions of the Act were made.

5. Regular employees in labour category are also engaged on permanent basis, pleads the management. For such an engagement vacancies are notified to public at large or names are called from the Employment Exchange. After following due process of appointment, the incumbent is appointed on probation. On being found successful in probation, his services are confirmed. The claimant was not engaged through process of selection, referred above. The management asserts that on that account no relationship of employer and employee were created between the parties.

6. When the CAT passed order on 18-5-2001, on an application moved by the claimant, steps for regularization of his service were taken. Since the claimant was not found fit, his case was rejected vide office order dated 20-8-2002. Claimant was informed in that regard. Since the claimant was employed in a project, he became surplus when the project was near completion, hence his services were dispensed with. The claimant is not entitled to relief of reinstatement as claimed by him.

7. In rejoinder the claimant reiterates facts pleaded by him in his claim statement.

8. To substantiate his claim, the claimant filed his affidavit dated 03-12-2009, as evidence. He was cross-examined in detail on behalf of the management. Shri Jagdish Prasad tendered his affidavit dated 6-4-2010 as evidence on behalf of the management. He was cross-examined on behalf of the claimant. No other witness was examined by either of the parties.

9. While using its powers contained in Section 33-B of the Act, the appropriate Government transferred the aforesaid matter to this Tribunal vide order No.Z.22019/6/2007-IR(C-II) dated 30-3-2011 for adjudication.

10. An opportunity was given to the parties to advance arguments on the matter. Written submissions were filed on behalf of the management. It was projected on behalf of the claimant that his written submissions are already there over the record. The parties opted not to raise oral arguments. I have considered the record carefully. My findings on issues involved in the controversy are as follows:—

11. Claimant swears in his affidavit that he was appointed as Beldar on muster roll on 8-2-1987 at Gole Market, DIZ Area Construction Division VI of the management. Certificate in respect of his first entry. He was appointed against a vacant post, when his name was sponsored by the Employment Exchange. Employment Exchange card is Ex.WW1/1. Subsequently, he was transferred to S.P. Marg project of the management. Copy of transfer order is Ex.WW1/3. Copy of his service book is Ex.WW1/4. He was regular employee and entitled for temporary status as well as regularization in the services of the management. He approached the CAT for regularization of his services. Thereafter, with malafide intention, the management dispensed with his services. Copy of GPF pass book is Ex.WW1/5. His services would not have been terminated, without according him an opportunity of being heard.

12. In his affidavit Shri Jagdish Prasad, Executive Engineer, projects facsimile facts as detailed in written statement of the management. During the course of his cross-examination he does not dispute that the claimant worked with the Management for last more than 10 years and in every calendar year he rendered 240 days continuous service. However, he hastens to add that the claimant was engaged against a project, which lasted for a long duration. He could not dispute that the project continued even after discontinuation of the service of the claimant.

13. Whether relationship of employer and employee, existed between the parties? For an answer to this question, it is to be appreciated as to how a contract of service is entered into. Relationship of employer and employee is constituted by a contract express or implied between the employer and employee. A contract of service is one in which a person undertakes to serve another and to obey reasonable orders within the sphere of the duty undertaken. A contract of employment, may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employee. Any such inference, however, is open to the rebuttal as by showing that relation between the parties concerned was on charitable footing or the parties were relations or partners or were

directors of a limited company, which employ no staff. While employee, at the time, when his services were engaged, need not have known to identity of his employer, there must have been some act or contract by which parties recognize one another as master and servant.

14. In a bid to establish relationship of employer and employee the claimant presses in service his ocular testimony as well as documents Ex.WW1/1, Ex.WW1/3, Ex. WW1/4 and Ex.WW1/5. Neither the authenticity of these documents was doubted nor contents detailed therein were dispelled, when claimant was grilled in his cross-examination by of the management. On the other hand, Shri Jagdish Prasad concedes in his testimony that the claimant rendered more than ten years continuous service with the management. Consequently, facts unfolded by Shri Gopal Dutt and Shri Jagdish Prasad are sufficient to conclude that the claimant was engaged as muster roll Beldar by the management. This proposition stands fortified by certificate Ex. WW1/1 wherein it has been mentioned that the claimant was engaged as Beldar for the first time on 08-02-1987. Ex-WW1/3 highlights that on 03-03-1994 the claimant was transferred to IB Zone, 35, Sardar Patel Marg, New Delhi. This document spells that claimant was serving with the management as muster roll Beldar since 08-02-1987. Photo copy of service book which is Ex.WW1/4 makes it clear that temporary status was granted to the claimant vide order No-10(3)/J-E(c)/IBP/94-95/110 dated 14-2-1995. It has been detailed in certificate dated 13-8-2001 that in the year 1987 he worked for 268 days, in 1988 he worked for 315 days, in 1989 he worked for 324 days, in 1990 he worked for 329 days, in 1991 he rendered 319 days service, in 1992 his continuous service was for 328 days, in 1993 he attended duties for 327 days and in 1994 he attended his office for 295 days. It has further been projected therein that in 1995 the claimant worked for 275 days, in 1996 he attended duties for 280 days, in 1997 he rendered continuous service for 312 days, in 1998 he rendered continuous service for 302 days, in 1999 his attendance was for 294 days and in the year 2000 service for 335 days was rendered by him. When the claimant was engaged as muster roll Beldar, on whom temporary status was accorded, it does not lie in the mouth of the management that there was no relationship of employer and employee between the parties. The claimant could establish through cogent evidence that he was an employee of the management.

15. As projected by the parties, services of the claimant were dispensed with on 31-12-2000. Shri Jagdish Prasad unfolds in his affidavit Ex.MW1/A that the claimant was transferred to S.P. Marg project and from there his services were dispensed with, vide office memorandum dated 1-12-2000. Service of one month notice is also not disputed by the claimant. Thus it is emerging over the record through facts unfolded by the claimant and reaffirmed by Shri Jagdish Prasad that the claimant was bidden farewell by the management on 31-12-2000.

16. Whether termination of services of Shri Gopal Dutt amounts to retrenchment? For an answer, definition of the term is to be construed. Clause (oo) of section 2 of the Act, defines retrenchment. For sake of convenience, the said definition is as extracted thus:

> "(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include–
>
> (a) voluntary retirement of the workman; or
>
> (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
>
> (bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
>
> (c) termination of the services of a workman on the ground of continued ill-health".

17. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise then as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill health of the workman. Reference can be made to the precedents in Avon Services (Production Agencies) (Pvt.) Ltd. (1979 (I) LLJ 1) and Mahabir (1979 (II) LLJ 363).

18. Sub-clause (bb) purports to exclude from the ambit of the definition of retrenchment (i) termination of the service of a workman as a result of non-renewal of the contract of employment between the employer and

the workman concerned, on its expiry, or (ii) termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The first part relates to termination of service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry. Thus "non-renewal of contract of employment" pre-supposes an existing contract of employment, which is not renewed. When services of an employee is terminated on account of non-renewal of contract of employment, between the employer and the workman, it does not amount to retrenchment. The second part refers to "such contract" being terminated under a stipulation in that behalf contained therein. The cases contemplated, under this part too, would not amount to retrenchment. However this sub-clause, being in the nature of an exception to clause (oo) of section 2 of the Act, is ruled to be construed strictly when contractual agreement is used as modus operandi to frustrate claim of the employee to become regular or permanent against a job. The adjudicator has to address himself to the question whether the period of employment was stipulated in the contract of employment as a device to escape the applicability of the definition of retrenchment. See Shailendra Nath Shukla (1987 Lab. I.C. 1607), Dilip Hanumantrao Shrike (1990 Lab. I.C. 100) and Balbir Singh (1990 (1) LLJ. 443). On review of law laid by the Apex Court and various High Courts, a single Judge of the Madhya Pradesh High Court, in Madhya Pradesh Bank Karamchari Sangh (1996 Lab. I.C. 1161) has laid following principles of interpretation and application of sub-clause (bb) of clause (oo) of Section 2 of the Act:

> "(i) that the provisions of Section 2(oo)(bb) are to be construed benevolently in favour of the workman,
>
> (ii) that if the workman is allowed to continue in service by making periodic appointments from time to time, then it can be said that the case would not fall under Section 2(oo)(bb),
>
> (iii) that the provisions of Section 2 (oo)(bb) are not to be interpreted in the manner which may stifle the main provision,
>
> (iv) that if the workman continues in service, the non-renewal of the contract can be deemed as mala fide and it may amount to be a fraud on statute,
>
> (v) that there would be wrong presumption of non-applicability of Section 2(oo)(bb) where the work is of continuous nature and there is nothing on record that the work for which a workman has been appointed had come to an end".

19. Whether provisions of retrenchment, enacted in the Act, provide for any security of tenure? Answer lies in negative. Provisions of retrenchment provide for certain benefits to a workman in case of termination of his service, falling within the ambit of definition of retrenchment. On compliance of the requirements of Section 25F or 25N and 25G of the Act, it is open to the employer to retrench a workman.

20. Termination of service of an employee during the period of probation was held to be covered by the exception contained in sub-clause (bb) of Section 2(oo) of the Act, in C.M.Venugopal (1994 (1) LLJ 597). As per fact of the case, Regulation 14 of the Life Insurance Corporation of India (Staff) Regulation, 1962 empowered the Corporation to terminate the service of an employee within the period of probation. The employee was put on probation for a period of one year, which was extended by another year. Since he could not achieve the target to earn confirmation, his service was terminated in terms of Regulation 14 as well as order of appointment. The Apex Court ruled that the case was covered by the exception contained in sub-clause (bb), hence it was not retrenchment.

21. In Morinda Co-operative Sugar Mills Ltd. (1996 Lab. I.C. 221) a sugar factory used to employ certain number of workmen during crushing season and at the end to the crushing season their employment used to cease. The Supreme Court held that despite the fact that the workmen worked for more than 240 days in a year, cessation of their employment at the end of crushing season would not amount to retrenchment in view of the provisions of sub-clause (bb) of Section 2(oo) of the Act. It was observed as follows :

> "4. It would thus be clear that the respondents were not working throughout the season. They worked during crushing seasons only. The respondents were taken into work for the season and consequent to closure of the season, they ceased to work.
>
> 5. The question is whether such a cessation would amount to retrenchment. Since it is only a seasonal work, the respondents cannot be said to have been retrenched in view of what is stated in sub-clause (bb) of Section 2(oo) of the Act. Under these circumstances, we are of the opinion that the view taken by the Labour Court and the High Court is illegal. However, the appellant is directed to maintain a register for all workmen engaged during the seasons enumerated hereinbefore and when the new season starts the appellant should make a publication in neighbouring places in which the respondents normally live and if they would report for duty, the appellant would engage them in accordance with seniority and exigency of work".

22. Above legal position was reiterated by the Apex Court in Anil Bapurao Kunase (1997 (10) S.C.C. 599) wherein it was noted as follows:

> "3. The learned counsel for the appellant contends that the judgment of the High Court of Bombay relied on in the impugned order dated 28-3-1995 in Writ Petition No. 488 of 1994 is perhaps not applicable. Since the

appellant has worked for more than 180 days, he is to be treated as retrenched employee and if the procedure contemplated under Section 25-F of the Industrial Disputes Act, 1947 is applied, his retrenchment is illegal. We find no force in this contention. In Morinda Coop. Sugar Mills Ltd. v. Ram Kishan in para 3, this Court has dealt with engagement of the seasonal workman in sugarcane crushing, in para 4, it is stated that it was not a case of retrenchment of the workman, but of closure of the factory after the crushing season was over. Accordingly, in para 5, it was held that it is not 'retrenchment' within the meaning of Section 2 (oo) of the Act. As a consequence the appellant is not entitled to retrenchment as per sub-clause (bb) of Section 2(oo) of the Act. Since the present work is seasonal business, the principles of the Act have no application. However, this Court has directed that the respondent management should maintain a register and engage the workmen when the season starts in the succeeding years in the order of seniority. Until all the employees whose names appear in the list are engaged in addition to the employees who are already working, the management should not go in for fresh engagement of new workmen. It would be incumbent upon the respondent management to adopt such procedure as is enumerated above".

23. In Harmohinder Singh (2001 (5) S.C.C. 540) an employee was appointed as a salesman by kharga canteen on 1-6-74 and subsequently as a cashier on 9-8-75. The letter of appointment and Standing Orders, inter alia, provided that his service could be terminated by one month's notice by either party. He was served with a notice to the effect that his service would be relinquished with effect from 30-6-1989. Relying precedent in Uptron India Ltd. (1998 (6) S.C.C. 538) the Apex Court ruled that contract of service for a fixed term are excluded from the ambit of retrenchment. Decision in Balbir Singh (supra) was held to be erroneous. It was also ruled that principles of natural justice are not applicable where termination takes place on expiry of contract of service.

24. In Batala Coop. Sugar Mills Ltd. (2005 (8) S.C.C. 481) an employee was engaged on casual basis on daily wages for specific work and for a specific period. He was engaged on 1-4-1986 and worked upto 12-2-94. The Labour Court concluded that termination of his services was violative of provisions of Section 25-F of the Act, hence ordered for his reinstatement with 50% back wages. Relying precedents in Morinda Coop. Sugar Mills (supra) and Anil Bapurao Kanase (supra) the Apex Court ruled that since his engagement was for a specific period and specific work, relief granted to him by the Labour Court cannot be maintained.

25. The Apex Court dealt with such a situation again in Darbara Singh (2006 LLR 68) wherein an employee was appointed by the Punjab State Electricity Board as peon on daily wage basis from 8-1-88 to 29-2-88. His services were extend from time to time and finally dispensed with in June 1989. The Supreme Court ruled that engagement of Darbara Singh was for a specific period and conditional. His termination did not amount to retrenchment. His case was found to be covered under exception contained in sub-clause (bb) of Section 2(oo) of the Act. In Kishore Chand Samal (2006 LLR 65), same view was maintained by the Apex Court. It was ruled therein that the precedent in S.M. Nilajkar (2003 (II) LLJ 359) has no application to the controversy since it was ruled therein that mere mention about the engagement being temporary without indication of any period attracts Section 25-F of the Act if it is proved that the concerned workman had worked continuously for more than 240 days. Case of Darbara Singh and Kishan Chand Samal were found to be relating to fixed term of appointment.

26. In BSES Yamuna Power Ltd. (2006 LLR 1144) Rakesh Kumar was appointed as Copyist on 29-9-89, initially for a period of three months as a daily wager. His term of appointment was extended up to 20-9-90. No further extension was given and his services were dispensed with on 20-9-90. On consideration of facts and law High Court of Delhi has observed thus:

> "In the present case, the respondent was appointed as a copyist for totaling the accounts of ledger for the year 1986-87 and then for 1987-88. His initial appointment was for the period of three months. It was extended from time to time and no extension was given after 20th September, 1990. He was appointed without any regular process of appointment, purely casual and on temporary basis for specific work of totaling of ledger. When this work was over, no extension was given. I consider that appointment as that of the respondent is squarely covered under Section 2(oo)(bb) of the Act. Giving of non extension did not amount to termination of service, it was not a case of retrenchment".

27. Precedents, handed down by Allahabad High Court in Shailendra Nath Shukla (supra), Bombay High Court in Dilip Hanumantrao Shirke (supra), Punjab & Haryana High Court in Balbir Singh (supra) and Madhya Pradesh High Court in Madhya Pradesh Bank Karamchari Sangh (supra) castrate sub-clause (bb) of Section 2(oo) of the Act. Ratio decidendi in these precedents abrogates statutory provisions of sub-clause (bb) of Section 2 (oo) of the Act without even discussing the legality or constitutional validity of the clause. On the other hand the Apex Court in C.M.Venugopal (supra), Morinda Co-operative Sugar Mills Ltd. (supra), Anil Bapurao Kanase (supra), Harmohinder Singh (supra), Batala Coop. Sugar Mills Ltd. (supra), Darbara Singh (supra) and Kishore Chand Samal (supra) and High Court of Delhi in BSES Yamuna Power Ltd. (supra) spoke that case of an

employee, appointed for a specific period which was extended from time to time, would be covered by the exception contained in sub-clause (bb) of Section 2(oo) of the Act, in case his services are dispensed with as a result of non-renewal of the contract of employment between him and his employer, on its expiry or termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The law, so laid, holds the water and would be applied to the case of the claimant.

28. At the cost of repetition, it is said that the claimant was not appointed against S.P. Marg project for specified period. No evidence has come over the record that services of the claimant came to an end as a result of non renewal of the contract of employment on its expiry or it were terminated as per stipulation contained in the contract of employment. For application of the provisions of sub-clause (bb) of clause (oo) of Section 2 of the Act, the management is under an obligation to show that the engagement of the claimant was not for casual works on daily wages. Non renewal of contract of employment presupposes an existing contract of employment which is not renewed. Even in respect of a daily wager a contract of employment may exist, such contract being from day to day. The position, however, would be different since such contract is in reality, camouflage for a more sustaining nature of arrangement, but the mode of daily wager is adopted so as to avoid rigors of the Act. Therefore, it is concluded that sub-clause (bb) of clause (oo) of Section 2 of the Act does not contemplate to cover contract such as of a daily wager and is rather intended to cover more general clause of contracts where a regular contract of employment is entered into and the termination of service is because of non renewal of the contract. Therefore, sub-clause (bb) of clause (oo) of Section 2 of the Act cannot be pressed into service by the management to espouse its case. In view of all these facts, it is clear that management cannot avail benefit of sub-clause (bb) of Clause (oo) of Section 2 of the Act and termination of the service of the claimant amounts to retrenchment.

29. In his testimony claimant projects that retrenchment compensation was not paid to him. Shri Jagdish Prasad speaks on the same lines in his affidavit Ex. MWI/A. For sake of convenience paragraph 18 of his affidavit reads thus:—

> "That the services of the workman was retrenched as per office memorandum dated 1-12-2000 which itself states that the workman concerned is given one month's notice on account of retrenchment under Section 25F of the ID Act, 1947. The workman was given one months notice in writing indicating reasons for retrenchment".

30. As indicated above, Shri Jagdish Prasad simply spells that one months notice was given to the claimant. He nowhere unfolds that retrenchment compensation was paid to him. On that issue the claimant is mum and when he swears in his affidavit that he was not given retrenchment compensation. Section 25F of the Act postulates three conditions to be fulfilled by an employer for effecting a valid retrenchment namely:

(a) one month's notice in writing indicating reasons for retrenchment or wages in lieu of such notice.

(b) payment of compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months, and

(c) notice to the appropriate Government in the prescribed manner. Negative language used in Section 25F of the Act imposes a mandatory duty on the employer which is a condition precedent to retrenchment of workman. Contravention of mandatory requirement of the section would invalidate retrenchment and render it void ab initio. When these mandatory requirements are not complied with, the retrenchment of the claimant cannot be upheld. Consequently I am constrained to conclude that retrenchment of the claimant is violative of the provision of Section 25F of the Act. Reference can be made to the precedents in Anil Engineering (Pvt.) Ltd., Nasik (1992 Lab. I.C. 1364) Om Prakash Imitation Diamond Manufacturing Industrial Co-op. Society Ltd. [1993 (II) LLJ 174].

31. Claimant claims engagement of his services with the management. It is not his case that at the time of his engagement recruitment rules were followed. No evidence was brought over the record to show that public advertisement was given, inviting public at large to compete. In his affidavit the claimant made a bald statement to the effect that his name was sponsored by the Employment Exchange. He could not substantiate this fact by any documentary evidence. Though he tried to assert that an appointment letter was issued in his name, but this claim also proved to be wrong. He could not produce his appointment letter before the Tribunal. It is apparent that the claimant made wrong statement on above counts. He failed to establish that he was appointed as a Beldar in consonance with the recruitment rules. There is a complete vacuum of evidence that the claimant took test and faced interview for his selection. It has not been projected by him that at the time of his selection norms of reservation policies were followed. It has also not been shown that candidates of minor communities were also considered and appointed, when he was selected for appointment with the management. Therefore, out of the facts projected by the claimant, it nowhere comes over the record that procedure prescribed for appointment to the post of a regular Beldar was followed.

32. A "seasonal workman" is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either for a work

of temporary or casual nature or temporarily for work of a permanent nature, but a permanent workman is one who is engaged in a work of permanent nature only. The distinction between permanent workman engaged on a work of permanent nature and a temporary workman engaged on a work of permanent nature is, in fact, that a temporary workman is engaged to fill in a temporary need of extra hands of permanent jobs. Thus when a workman is engaged on a work of permanent nature which lasts throughout the year, it is expected that he would continue there permanently unless he is engaged to fill in a temporary need. In other words a workman is entitled to expect permanency of his service. Law to this effect was laid by the Apex Court in Jaswant Sugar Mills [1961 (1) LLJ 649].

33. Some casual workmen employed in a Canteen, raised demand of permanency in service. The Tribunal directed that from particular date they should be treated as probationer and appointed in permanent vacancy without going into the question as to whether more than permanent workmen were necessary to be appointed in the canteen, over and above the existing permanent strength to justify the making of the casual workman as permanent, where they were working. Neither there was any permanent vacancy in existence nor the Tribunal directed for creation of new posts. When the matter reached the Apex Court, it was announced that the Tribunal was not justified in making these directions. The workman may be made permanent only against permanent vacancies and not otherwise, announced the Apex Court in Hindustan Aeronautics Limited Vs. their workmen [1975 (II) LLJ 336].

34. In Uma Devi [2006 (4) SCC I] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or adhoc capacity for a fairly long spell. The Court ruled thus:

> "With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insists on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent, was not emphasized here-can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Piara Singh [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment pocedure should be made permanent."

35. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of article 162 of the Constitution. The Court quoted its decision in Girish Jyanti Lal Vaghela [2006 (2) SCC 482] with approval, wherein it was ruled thus.

> "The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under article 16 of the Constitution."

36. In P. Chandra Shekhara Rao and Others [2006 (7) SCC 488] the Apex Court referred Uma Devi's Case (supra) with approval. It also relied the decision in a Uma Rani [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In Somveer Singh [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized.

37. In Indian drugs Pharmaceuticals Ltd. [2007 (1) SCC 408] the Apex Court retreated the law laid down in Uma Devi's case (supra) and announced that the rules of recruitment cannot be relaxed and court cannot direct

regularization of temporary employees de hors the rules nor can it direct continuation of service of a temporary employee whether with a casual, Ad.hoc or daily rated employee or payment of regular salaries to them. In Daya Nand (2008 (10) SCC 1) the Apex Court ruled that menace of illegal and back door appointment compels the court to rethink and in large number of subsequent portions the court declared to entertain the claim of Ad-hoc and temporary employees for regularization of service saying that theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It was ruled therein that claim of the claimants for regularization of their job cannot be considered.

38. Now it would be considered whether the claimant could show that he was engaged on daily wage basis in pursuance of recruitment rules applicable to the management. He had adopted a posture of silence on this issue. On the other hand Shri Jagdish Parsad was candid enough to say that the claimant was engaged de hors the rules. It is evident that engagement of the claimant was not in pursuance of the rules of recruitment. In that situation it cannot be said that his recruitment was irregular, which can be regularized. In Uma Devi's case (supra) Apex court dealt with appointment of casual employees on two standards (1) irregular appointment (2) illegal appointment. For irregular appointment where the appointee have rendered 10 years or more service in a duly sanctioned post the State was commanded to take one time measure to regularize there services but in case of illegal appointee the court concluded that they have no right to continue in the service. The claimant being an illegal appointee cannot claim a right to continue in service of the management. Therefore I do not find it to be a case for reinstatement of the claimant in service.

39. Services of the claimant were retrenched without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of reinstatement. Section IIA of the Act vests the industrial adjudicator with discretionary jurisdiction to give "such other relief to the workmen" in lieu of discharge or dismissal as the circumstances of the case may require, where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper.

40. The Apex Court and High Courts dealt with the issue of award of compensation in catena of decisions, when reinstatement in service was not found expedient. Those precedents may help the Tribunal in ascertaining the quantum of compensation, which may be awarded to the claimant. In S.S. Shetty (1957 (II) LLJ 696) the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

> "The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future .... In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to makes correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

A Divisional Bench of the Patna High Court in B. Choudhary (1983) Lab.1.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab.I.C.1887).

42. In Assam Oil Co. Ltd. (1960 (1) LLJ 587) the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In

Utkal Machinery Ltd. (1966 (1) LLJ 398) the amount of compensation equivalent to two year salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A.K.Roy (1970 (1) LLJ 228) compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakraborty (1962 (II) LLJ 483) the Count converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O. P. Bhandari (1986 (II) LLJ 509), the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K. Aggarwal (1988 Lab.I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab.I.C.44) the court directed payment of Rs.75000 in view of reinstatement with back wages. In Nand Kishor (1984 (II) LLJ 473) the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs.2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj (1985 (II) LLJ 19) a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal (1985 Lab.I.C.1225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari (1988 Lab.I.C.107) a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V.V. Rao (1991 Lab.I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

43. As referred above the claimant rendered 240 days continuous service for 14 consecutive calendar years. On 8-2-1987 the claimant was about 23 years of age. After rendering service with the management he reached the age of 37 years. By now he became overage and cannot get a job with any public sector undertaking or government department. His services with the management were found to be good and satisfactory. Considering all these facts and the circumstances that retrenchment compensation was not paid to him, I am of the view that a compensation of Rs. five lacs, in lieu of reinstatement in service, would meet the ends of the justice. Accordingly, the claimant is held to be entitled to compensation of a sum of Rs.five lacs from the management in lieu of his reinstatement. An award is, hereby, passed. It be sent to the appropriate Government for publication.

Dated: 30-3-2012

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 9 मई, 2012

का.आ. 1884.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय असंसोल के पंचाट (संदर्भ संख्या 26/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था ।

[सं. एल-22012/162/2005-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 9th May, 2012

S.O. 1884.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Satgram Area of M/s. ECL, and their workman, which was received by the Central Government on 11-5-2012

[No. L-22012/162/2005-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT : Sri Kishori Ram,
Presiding Officer/Link Officer

Reference No. 26 of 2006.

PARTIES : Industrial dispute between the management of J. K. Nagar Colliery, Satgram Area of M/s. ECL, Burdwan

Vs.

Their workman

REPRESENTATIVES:

For the management	:	None
For the Union (Workman)	:	None
INDUSTRY	:	Coal
State	:	West Bengal

Dated the 13-4-2012, 12-4-2012

AWARD

In exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act. 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/162/2005-IR (CM-II) dated 18-7-2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of J.K. Nagar Colliery of M/s. Eastern Coalfields Limited in not providing the employment to the son of Late Achia Bouri, the workman is legal and justified? If not, to what relief the workman is entitled to?"

Having received the Order No. L-22012/162/2005-IR(CM-II) dated 18-7-2006 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 26 of 2006 was registered on 14-8-2006 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

From the perusal of the case record I find that the predecessor (Late Manoranjan Pattnaik, the then P.O.) of the Tribunal as per order dated 25-11-09 had reserved for an award in this case because the union neither appeared nor took any step since earler. Even written statement not filed by the union. So it was found that they had no interest to proceed with the case and as such no dispute exists. Accordingly an order of No Dispute is passed and it is hereby ordered.

ORDER

Let an "Award of no dispute be and same is passed as per above. Send the copies of the Award to the Govt. of India, Ministry of Labour, New Delhi, for information and needful.

KISHORI RAM, Presiding Officer
Link Officer

नई दिल्ली, 11 मई, 2012

का.आ. 1885.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (आईडी संख्या 25/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था ।

[सं. एल-22012/138/2007-आईआर (सीएम-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 11th May, 2012

S.O. 1885.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workman, which was received by the Central Government on 11-5-2012

[No. L-22012/138/2007-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL - CUM - LABOUR COURT, BHUBANESWAR

PRESENT : Shri J. Srivastava,
Presiding Officer,
C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Industrial Dispute Case No. 25/2007

Date of Passing Award —27th April, 2012

Between:

The Area Manager, Food Corporation of India,
At./Po. Sambalpur, Dist. Sambalpur, Orissa.

...1 st Party-Management.

(And)

Their workman represented through the
Joint Secretary, Food Corporation of India
Workers Union, 58/1, Diamond Harbour Road,
Kolkata-700023.

...2nd Party-Union.

Appearances :

M/s. Niraoj Kumar Mohapatra, Advocate.	:	For the 1st Party Management.
M/s. Sanjay Kr. Das, Advocate.	:	For the 2nd Party-Union.

AWARD

This is a reference by the Government of India in the Ministry of Labour under clause (d) of sub-section (1) of Section 10 and Section 2A of the Industrial Disputes Act, 1947 on a dispute raised by the workman against the management of Food Corporation of India vide letter No. L-22012/138/2007-IR (CM-II), dated 10-08-2007.

2. The dispute as referred to is quoted below:—

Whether the action of the management of Food Corporation of India in dismissing Shri Adikand Patra w.e.f. 21-9-2006 is legal and justified? If not, to what relief is the workman entitled?

3. The 2nd Party-Union espousing the cause of the disputant workman has filed the statement of claim with the allegations that the disputant workman Shri Adikanda Patra was working as a Mondal in Food Storage Depot (FSD) at Hirakud under the Area Manager, Food Corporation of India, Sambalpur. Subsequently he was transferred to F.S.D., Barbil. While working as such he was

suspended on 30-3-2004 by the District Manager, Sambalpur contemplating for initiation of a departmental proceeding because of his alleged involvement in a criminal activity which has caused loss to the property of the Management. The District Manager was subsequently re-designated as Area Manager. On 22-4-2004, the District Manager, Sambalpur issued a memorandum with article of charges and statement of imputation of misconduct directing the disputant workman to submit written statement of defence within fifteen days of the receipt of the memorandum. The disputant workman submitted his written statement explaining in detail that the allegation and charges are untrue and baseless and have been made to victimize him for his trade Union activities. It has been alleged that the disputant workman is an active member of the Food Corporation of India Workers Union which is the only registered and recognized trade Union functioning in the establishment of the Food Corporation of India. One of the grievances of the workman is that some of the influential officers of the 1st Party-Management have fraudulently taken the dues of the workers which they are entitled to receive towards excess payment of Income Tax. On the complaint of the disputant workman top management has referred the matter to C.B.I. for investigation. The officers involved in this fraudulent deed are trying to terrorize and pressurize the Union manifests for subsiding the matter. The drawal of disciplinary proceedings against the disputant workman is the outcome of their design. The Management to proceed with the departmental enquiry appointed Shri J. Seth, Assistant Manager (General) as Enquiry Officer. The disputant workman submitted his detailed explanation with the prayer to grant him opportunity to disprove the charges, but the said enquiry officer without granting any opportunity and violating the principles of natural justice and rules of the Corporation as prescribed in the Certified Standing Order conducted the enquiry and submitted his report to the Area Manager who subsequently directed the disputant workman to submit show cause on the enquiry report. The enquiry report is based on materials not available on record and has been given without consideration of materials available on record. The Area Manager, Sambalpur terminated his services on 21-9-2006 and forfeited his gratuity and treated the period of suspension as duty for payment of minimum wages only. Being aggrieved by the order of the Area Manager, Sambalpur the disputant workman preferred an appeal before the General Manager of the Corporation with good and substantial grounds, but the appellate authority/ General Manager of the Corporation without considering his memo of appeal in right perspective rejected it without giving any reasons. The disputant workman has never committed misconduct as alleged in the memorandum and article of charges and statement of imputation of misconduct. He had not entered in the chamber of the District Manager, Sambalpur on 19-2-2004 and shouted slogans. He has also not forcefully assaulted the acting Manager and Daftry Shri S.N. Panda. It is untrue that the workers under the leadership of the disputant workman had manhandled the District Manager and destroyed the telephone, pen stand, tables, calling bells, office files, name plates etc. The order of termination was issued giving retrospective effect from 21-9-2006 while it was communicated to the workman on 11-10-2006 with a view to circumvent the process of law. No opportunity has ever been granted before imposing punishment by proposing such punishment sufficiently ahead and giving personal hearing properly and effectively. Hence the order of termination has been passed without applying the mind judiciously. The enquiry has been conducted superfluously just to punish the disputant workman by hook or crook. Therefore the disputant workman may be reinstated in service with full back wages and consequential service benefits by quashing the order of punishment.

4. As per written statement filed by the 1st Party-Management the sequence of events that resulted in giving rise to the present dispute relate back to the year 2004-05 when a huge fraud in the guise of Income Tax refund was detected in FCI, Sambalpur District by Internal Audit in which most of the departmental workers of FCI, Sambalpur District in connivance with some officers/officials of FCI have received an amount of Rs. 2.64 crores fraudulently. The matter was enquired by the C.B.I/High Power Committee from FCI Headquarters, New Delhi and the excess amount received by the workers was recovered from their wages in monthly instalments. The said recovery was challenged by the workers individually and through FCI Workers Union before various legal forums, but all the cases were disposed of in favour of the FCL Shri Adikanda Patra, Mondal while working at FCI, FSD, Hirakud was also a recipient of Rs. 1,13,500 fraudulently towards Income Tax refund. Being aggrieved by recovery Shri Adikanda Patra, Mondal along with some other departmental workers of other depots of FCI, Sambalpur District suddenly entered into the premises of District office, FCI, Sambalpur on 19-2-2004 at about 11.30 A.M., when he was shown booked in attendance register, soughted slogans without any notice and rushed to the chamber of the District Manager forcibly and assaulting the messenger, Shri S.N. Panda Daftry. The workers immediately started manhandling the District Manager, Shri R.L. Yadav and simultaneously destroyed/thrown the telephone, pen stand, table, calling bell, office files, name plate of District Manager, door screen etc. Shri R.N. Singh Asst. Grade-III (Depot) who was present in the District Manager's Chamber for transmitting a fax to the Regional Office when tried to pacify the workers was beaten severely and dragged out of the District Manager's Chamber. Some of the other officials of the District office FCI, Sambalpur namely, Shri G. Das, Asst. Manager (QC) P.C. Das, Asst. Manager (Gen.), K.C. Das, Asst. Manager (Movt.) were also assaulted and none of the officials was allowed to enter inside the Dist. Manager's Chamber. Thus

Shri Adikanda Patra, Mondal has committed serious misconduct which is unbecoming of a Corporation worker and thereby made himself liable to disciplinary action as contained in Para-1, 3, 7, 8 and 12 of Clause 15 of the Certified Standing Order of FCI . Accordingly an enquiry officer was appointed to enquire into the charges framed against Shri Adikanda Patra, Mondal who conducted the enquiry as per procedure. An FIR was also lodged in the local police station. Meanwhile Shri Adikanda Patra Mondal along with his gang workers was transferred to FSD Barbil under District Manager, FCI, Balasore on 4-10-2005 on administrative grounds. After their transfer Shri Patra appeared in the enquiry on different dates at FCI, Sambalpur. The enquiry officer submitted his report to the Disciplinary Authority on 30-12-2005 holding the charges framed against Shri Patra as fully proved and on the basis of this report the Disciplinary Authority i.e. the Area Manager FCI, Sambalpour has imposed a penalty of "termination of service" upon Shri Adikanda Patra vide order No. IR/Lab/V. & S./03-04, dated 21-9-2006. Although Shri Adikanda Patra was posted at FSD, Barbil under the administrative control of Area Manager, FCI, Balasore on transfer from FSD, Hirakud yet the Disciplinary Authority in his case is only Area Manager, FCI, Sambalpur as the incident had occurred while he was posted at FSD, Hirakud under the administrative control of FCI, Sambalpur who has initiated disciplinary proceeding in this case. There is no link between the disciplinary proceedings initiated against Shri Adikanda Patra for his involvement in criminal activity and receipt in the Income Tax fraud case. The Management has no knowledge about his active membership in the F.C.I. Workers Union and that way no action has been taken in that angle. So the allegation of the disputant workman in this regard is false and misleading. The Management has never violated the conduct rules and as such the disciplinary proceedings against the disputant workman for his criminal activities have been conducted strictly in accordance with the provisions of the Certified Standing Order applicable to the departmental workers. In the process sufficient time and opportunity has been given to Shri Patra to defend the charges.

5. The disputant workman in his rejoinder has denied his involvement in any criminal activity which warranted the 1st Party-Management to terminate his service. He has also denied making any assault and resorting to man-handling the officials of the Management at Sambalpur, instead levelled allegations of misappropriation of dues of the workmen by way of refund of income tax by some of the officers of the Management. According to him neither any proper charge-sheet was made nor proper enquiry was conducted as per prevailing Standing Order. The 1st Party-Management has also violated the principles of natural justice and the order of termination be illegal and improper and unjustified.

6. On the pleadings of the parties, following issues were framed.

ISSUES

1. Whether the reference is maintainable?
2. Whether the domestic enquiry held against the workman has been disposed off with due consideration to the principle of natural justice.
3. If so, whether the punishment imposed against the workman is proportionate to the charges?
4. If not, what relief the workman is entitled to?

7. On behalf of the 2nd Party-Union the disputant workman Shri Adikanda Patra was examined as W.W.-1 and Shri R.N. Das as W.W.-2 on affidavits and due opportunity for cross examination was given to the 1st Party-Management. The 2nd Party-Union has also relied upon ten documents marked as Ext.-1 to Ext.-10.

8. The 1st Party-Management has examined two witnesses namely Shri J. Seth as M.W.-1 and Shri P. Muthuraman as M.W.-2 (an affidavit, with opportunity to cross-examination) and also relied on certain documents marked as Ext.-A to Ext.-A/1 to Ext.-A/4 and Ext.-B to Ext-R.

FINDINGS

ISSUE NO. 1

9. An issue regarding maintainability of the reference has been framed by my learned predecessor, but it seems that no such issue has been raised by the 1st Party-Management in its written statement. The workman involved in this case comes well within the definition of "workman" and when he has been dismissed from service by the 1st Party-Management he has every right to challenge his dismissal under the Industrial Disputes Act on the grounds available to him under law. Therefore this issue is decided in the affirmative and it is held that the reference is maintainable.

ISSUE NO. 2

10. According to the 1st Party-Management a domestic enquiry was held against the workman to examine as to whether the charges levelled against him are true or false and whether he is guilty of those charges or not in view of the evidence collected in the domestic enquiry.

11. The 2nd Party-workman has raised many objections against the fairness of the domestic enquiry and also alleged that the domestic enquiry was not conducted properly in accordance with the principles of natural justice and due procedure of law. The enquiry officer completed the enquiry in hasty manner without affording opportunity to the workman to defend him. He was not even aware of the procedure mentioned in the Certified Standing Order. The alleged incident is said to have taken place on 19-2-2004, but he was suspended on 30-3-2004 by contemplating a disciplinary proceeding without explaining the reason for such a delay when the prescribed time limit is one week under the Certified Standing Order. The Management issued the memorandum of charges

on 22-4-2004 i.e. nearly one month after suspension which is illegal and unjustified. The Management had not supplied the documents which it relied in proof of charges because of which the workman could not defend his case before enquiry officer properly. The enquiry officer in a particular date has examined nine witnesses on behalf of the Management inspite of raising objection by the workman. Hence the workman did not get sufficient time to cross-examine all the witnesses at a time which shows vindictive attitude and bias of the enquiry officer. The workman has also raised objection regarding the competency of the Area Manager, Sambalpur to pass the order of punishment on the ground that he was under the administrative control of Area Manager, Balasore from the period of suspension till the period of punishment. Besides that, disciplinary proceedings were started against the workman along with three other persons namely Shri Charan Das, B.L. Reddy, M. Muduli on self same charges arising out of the same occurrence. All of them were found guilty, but the 1st Party-Management reinstated Shri Charan das in service, allowed Shri Muduli to go on V.R.S. and imposed minor penalty like stoppage of increments against Shri Reddy, while the workman in the present case was awarded major punishment of dismissal which is discriminatory in nature. From the evidence before the enquiry officer charges levelled against the workman are not proved but he has been punished without any basis.

12. On consideration of various objections raised by the 2nd Party-workman on face of evidence on record it is revealed that the alleged incident took place on 19-2-2004 and the 2nd Party-workman was suspended after 40 days i.e. on 30-3-2004 by contemplating a disciplinary proceeding, whereas the memorandum of charges was supplied to him on 22-4-2004. The disciplinary proceeding was started nearly after one year i.e. on 18-2-2005 and was concluded on 24-8-2005 and enquiry report was submitted on 30-12-2005. Clause 16(1)(a) of the Certified Standing Order requires that where a workman is suspended in contemplation of disciplinary proceedings a statement setting out the detail with reasons for such suspension shall be supplied within a week from the date of suspension, but no such statement in the present case was supplied to the workman till the memorandum of charges was issued on 22-4-2004. Therefore this time limit was not strictly adhered to. Again clause 16(2)(c)(iv) stipulates that proceedings of the enquiry shall be completed within a period of three months. This period of three months can be extended to further one month for reasons to be recorded in writing. But the enquiry proceedings in this case were started nearly after a year and were concluded on 24-8-2005 and culminated submission of enquiry report on 30-12-2005. Whatever the cause may be no reason for such an inordinate delay has been assigned by the Enquiry Officer in his enquiry report. Thus the dictates of clause 16(2)(c)(iv) were also not followed by the Enquiry Officer. What was the reason behind it cannot be inferred this way or that way without any sufficient ground. The Enquiry Officer Shri Jitendriya Seth examined in this case as M. W.-1 has no explanation to give, though he has stated in his evidence that he has given the reason of delay in his enquiry report. But there exists nothing of this sort. Having regard to these facts, the objection of the 2nd Party-workman that the enquiry was completed in a hasty manner stands unsubstantiated. There is also no evidence that the enquiry officer was not aware of the procedure of conducting domestic enquiry as given in the Certified Standing Order. The contention of the 2nd Party-workman that the Enquiry Officer had examined nine witnesses of the Management in a particular date has also not been found correct as the witness of the management were examined and cross examined on different dates. P.W.-1 to P.W.-3 were examined on 16-5-2005 and P.W.-4 to P.W.-9 were examined on 21-5-2005 but their cross examination was taken up and concluded on 29-7-2005, 2-8-2005 and 3-8-2005. Therefore on this count no illegality has been committed.

13. Besides other points of objection which are of little significance an alarming point has come into notice that prior to conduct of domestic enquiry the Regional Enquiry Team recorded the statements of management witnesses regarding incident which is said to have taken place on 19-2-2004 at District Manager's Office, FCI, Sambalpur and these statements were relied by the enquiry officer during the enquiry proceedings. These statements, perhaps, appear to have been recorded to ascertain the facts of the alleged incident by the enquiry team, but it has not been disclosed that the charge-sheeted workman against whom these statements have been relied upon as proof was present at the moment and he was given any opportunity to test the veracity or truthfulness of the statement given by the differently posted officers/officials of the Management. During the course of enquiry proceedings these statements have been referred to in the evidence of the witnesses and they were got confirmed from them, but contents of these statements have not been got proved either by recital or by putting the whole contents in black and white in their statement before the enquiry officer. Therefore these statements cannot be taken as part of evidence of the enquiry proceedings and cannot be read against the charge-sheeted workman in the enquiry as no opportunity to testify the witnesses regarding their statement was afforded to him and these statements were not recorded in his presence. The whole enquiry seems to have been based on these statements which have no evidentiary value. As such the enquiry proceedings cannot be held to be violated and proper and in accordance with the principles of natural justice and cannot form the basis for the punishment awarded to the charge-sheeted workman. Therefore Issue No. 1 is decided in the negative and against the 1st Party-Management.

ISSUE NO. 3

14. Since the domestic enquiry held against the workman has been disposed of without due consideration of principles of natural justice, the punishment awarded to the workman is liable to be set at naught. Hence no question arises regarding the punishment being proportionate or disproportionate to the charges. The punishment is held unsustainable in law. This issue is decided accordingly.

ISSUE NO. 4

15. Since the domestic enquiry conducted against the workman has been held unjustified, improper and against the principles of natural justice and accordingly set at naught, his termination from service is liable to be set aside and the workman is entitled to be treated in service till his retirement on attaining the age of superannuation and to get all service benefits including back wages and consequential service benefits.

16. Reference is answered accordingly.

Dictated and Corrected by me.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 11 मई, 2012

का.आ. 1886.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय असंसोल के पंचाट (संदर्भ संख्या 30/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था ।

[सं. एल-22012/103/2004-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 11th May, 2012

S.O. 1886.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Kunustoria Area of M/s. ECL, and their workman, received by the Central Government on 11-5-2012.

[No. L-22012/103/2004-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM - LABOUR COURT, ASANSOL

Present : SRI KISHORI RAM, Presiding Officer/Link Officer

Reference No. 30 of 2005.

Parties : The management of North Searsole Colliery of M/s. ECL

Vs.

Shri Sita Ram Nonia

REPRESENTATIONS:

For the management : None

For the union (workman) : None

Industry : Coal

State : West Bengal

Dated, 2nd May, 2012.

AWARD

By virtue of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/103/2004-IR(CM-II) dated 17-5-2005 has been pleased to refer the following dispute for adjudication to this Tribunal.

SCHEDULE

"Whether the action of the management of North Searsole Colliery under Kunustoria Area of M/s. ECL, in not considering the date of appointment as trainee for continuity of service in respect of Shri Sita Ram Nonia is legal and justified? If not, to what relief he is entitled?"

Having received the Order of Letter No. L-22012/103/2004-IR(CM-II) dated 17-5-2005 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 30 of 2005 was registered on 31-5-2005 and necessary formality an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

From the perusal of the case record I find that a petition dated 14-4-12 under the signature of the General Secretary of the union has been filed by the unit President Sri Bratal Kumar Banerjee on 16-4-12 with a prayer to close the case, as the workman has already been retired from service. Since the workman has already proceeded on retirement, I find no longer the Industrial Dispute exists. Therefore the case is closed and accordingly an order of "No Dispute" is hereby passed.

ORDER

Let an "Award" be and the same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

KISHORI RAM, Presiding Officer/ Link Officer

नई दिल्ली, 11 मई, 2012

का.आ. 1867.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अर्नाकुलम् के पंचाट (आईडी संख्या 38/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था ।

[सं. एल-22011/37/2009-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवासराव, डेस्क अधिकारी

New Delhi, the 11th May, 2012

S.O. 1867.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workman, received by the Central Government on 11-5-2012

[No. L-22011/37/2009-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, ERNAKULAM

Present: Shri.D.Sreevallabhan, B.Sc., LL.B., Presiding Officer
(Wednesday the 18th day of April, 2012/29th Chaitram, 1934)

I.D.38/2009

Unions : 1. Shri. N. Hashim,
Unit Secretary,
FCI Workers Association (CITU),
Kollam,
Kollam (Kerala).

2. Shri. P. Abdul Kalam,
Central Committee Member,
FCI Workers Union,
Kollam (Kerala).

3. The Secretary,
FCI Workers Congress (INTUC),
INTUC District Committee Office,
Cantonment,
Kollam (Kerala).

By Adv. Shri Santhosh G. Prabhu.

Managements : 1. The General Manager,
Food Corporation of India,
Regional Office,
Kesavadasapuram,
Trivandrum - 695 004.

2. The Area Manager,
Food Corporation of India,
District Office, Kollam (Kerala).

By Adv. Shri. M. R. Anison

This case coming up for final hearing on 4-4-2012 and this Tribunal-cum-Labour Court on 18-4-2012 passed the following:

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, Central Government/Ministry of Labour referred this industrial dispute for adjudication to this Tribunal by Order No. L-22011/37/2009-IR(CM-II) dated 13-10-2009.

2. The dispute is :

"Whether the action of the management in making recovery from the wages of DPS workers on account of demurrage charges levied by the Railways on the management of FCI, is legal and justified? To what relief are they entitled for?"

3. The three unions represent the DPS workers in the Kollam depot of the management, the Food Corporation of India (FCI). Challenge is made by the unions about the decision of the management to recover the demurrage charges (DC) from the wages of those DPS workers by raising the industrial dispute.

4. Direct Payment System (DPS) was implemented in the depot of the management at Kollam Pursuant to circular No. IR(L)/8(22)/94 dated 14-6-1996 of the management. The main objective of the introduction of DPS is to ensure clearance of the railway wagons placed in the FCI siding within the free time allowed by the railway to avoid DC. At the time of introduction of DPS the labour unions and the management after having a joint discussion decided that in a calendar year there would be six paid holidays for the DPS workers. Out of those six holidays three are National Holidays and are the Republic Day, Independence Day and Gandhi Jayanthi. The Optional State level holidays are Ramadan, Onam and X'mas. Until December, 2008 it went on without any change. On 4-12-2008 unions made a joint representation for granting holiday with wages on 8-12-2008 being the Bakrid day for the DPS workers of Kollam depot stating that majority of them belong to Muslim Community. The request was turned down by the Area Manager, Kollam by his reply dated 6-12-2008.

5. Railway placed 20 wagons for clearance at 16.15 hours on 7-12-2008. It was to be cleared by 8-12-2008 by the DPS workers. But none of them attended the work of clearance of wagons on 8-12-2008. The wagons were cleared only by 16.15 hours on 9-12-2008 by the DPS workers who came for attending duty on that day. There was delay of

one day in clearing the wagons placed on 7-12-2008 and hence the railway levied Rs. 2,00,000 as DC. 30% waiver was granted by the railway in pursuance of an application filed by FCI. Management decided to recover Rs. 67,000 from the wages of 56 DPS workers for their unauthorized absence causing such a loss to the FCI .

6. According to the unions the action of the management is arbitrary, illegal, unjust and is contrary to the provisions of the Industrial Disputes Act and Rules and also in violation of the provisions of the Model Standing Orders under the Industrial Employment (Standing Orders) Act. The allegations made by unions 1 & 2 in the joint claim statement to support it are that the DPS workers have been discharging their duties sincerely and efficiently without bothering the span of working hours. Sometimes they had worked for more than 12 hours so as to avoid any loss to the FCI. On 7-12-2008 they worked in the depot from 6 a.m. to mid night without any benefits though it was weekly off day being Sunday. The manual labour involved in clearing wagons demands great effort and energy. 90% of the DPS workers in Kollam depot belongs to Muslim Community. They can find cohesiveness psychologically by their participation in feasts and festivals . On 8-12-2008 being the Bakrid day they had to attend religious functions and prayer in the Mosque and therefore they could not attend the work. They cannot avoid the prayer in the Mosque at five times on the Bakrid day. It is not possible to work on that day since the workmen cannot attend the prayer in the working dress and with dirty body. 8-12-2008 was declared as a holiday by the Central Government as well as the State Government. If there is a national festival or a religious festival or a feast in a locality where there is an industry, when all people participate in that feast and festival by enjoying a holiday, the DPS workers are not to be denied such an opportunity as it will have a social and psychological shellshock among the workers. The power to increase production requires health, labour force and some recreation and rest would only make the workers more fit and capable of doing their work more efficiently and satisfactorily. The workers are not to be compelled to work on all days. They are also entitled to a period of rest which would enable them to fully enjoy their leisure and participate in social and cultural activities. The management has allowed only 10 days leave on medical ground for the DPS workers in an year. No casual leave/earned leave and leave with wages are granted. Fixation of six holidays is a unilateral decision taken by the management. None of the clauses in the circular dated 14-6-1996 stipulates the recovery of DC from the wages of the workmen. The management has no authority to deny the statutory rights of the workmen. The recovery of DC for not attending the work on 8-12-2008 is against the right to worship and violative of the fundamental rights of the minorities guaranteed under the Constitution of India. DPS workers have not caused any loss to the management. The management ought to have accepted the explanation submitted by them and dropped further proceedings. The management is not entitled to recover the amount from the wages of the workmen. Hence the action of the management in making recovery from their wages on account of DC levied by the railway is not legal and justified.

7. Third Union filed a separate claim statement making allegations of similar nature. Besides that it is also alleged that under the DPS there is no specified standing orders framed by the FCI in consultation with the unions even after the completion of 12 years. The circular dated 14-6-1996 is invalid and so inoperative as it is not based on any agreement between the management and the unions. Since the DPS workers attend the work from 7-12-2008 till 12.30 a.m. on 8-12-2008 there is no justification to ask the workers to come for duty again in the morning on 8-12-2008. There is also no justification for the deduction of the wages of 8-12-2008 and for recovery of the DC. In any establishment of public sector undertakings the optional holidays are fixed in consultation with the trade unions. The FCI unilaterally decided the optional; holidays without any discussion with the trade unions or the DPS workers. The stand of the management that FCI main depot at Kollam has connection with DPS workers in Karunagapally and Avaneeswaram depots and so cannot fix separate optional holidays exclusively for Kollam depot is not logical. The optional holidays ought to have been fixed by convening a joint meeting of the unions of all the three depots by the management. In the working history of any establishment, industry, public undertaking and Government concerns there was no instance of calculating loss based on absence of employees from work even in cases of strikes. Deduction of DC from the salary of DPS workers is against Rules, Standing Orders, conventions and precedence. It is not made clear by the management whether they have resorted to all the channels for waiver applications. The failure of the management to take all the steps for complete waiver before all the authorities concerned cannot be allowed to burden the DPS workers to pay the DC. No notification as to the declaration of the optional holidays was communicated to the trade unions.

8. The contentions put forward by the management in the written statement to justify the action for recovery of DC from the DPS workers are that the unions had never raised the claim for additional holiday on Bakrid and that the request for holiday on Bakrid made on 4-12-2008 was rejected as the Area Manager Kollam to whom the representation was submitted was not having the powers to grant the same. It can be granted only at Regional/Zonal level of FCI. As per the mutual agreement the DPS workers are allowed three national holidays on Republic Day, Independence Day and Gandhi Jayanthi and three optional State level holidays on Ramadan, Onam and X'mas. As there was intimation as to the placement of wagons on 7-12-2008 and the DPS workers were well aware of it, it was to be cleared on 8-12-2008 in order to avoid payment of DC.

As the DPS workers wilfully absented themselves from attending duty on 8-12-2008 it was unloaded on 9-12-2008 and thereby the FCI had to pay DC. At the time of rejection of request for holiday on 8-12-2008 it was informed by the management that such of the DPS workers who wished to offer prayers would be entitled to do so even while they would be on duty. There is no justification on the part of the workers to abstain from attending the work and the same is unauthorised absence which will make them liable for appropriate disciplinary action and recovery of loss. In addition to the FCI main depot at Kollam there are other three depots at Karunagappally, Avaneeswaram and Kilikolloor coming under the control of District Office, Kollam. All these four depots are connected with each other in its day-to-day operations and hence the management is not in a position to grant different holidays for the four depots. If the workers of the above four depots together made a representation requesting to change the holiday the same could have been considered by the management. As it is the responsibility of the DPS workers to ensure that wagons are cleared within the free time allowed by the railway they can be held liable to compensate the loss sustained by the FCI. DPS workers had purposefully abstained from attending duty by unilaterally declaring 8-12-2008 as a holiday. It affects the very basic discipline in employment and therefore the responsibility of the DC incurred for not clearing the wagons by 8-12-2008 falls on those workers. It cannot be compared with a strike in a public sector undertaking. In such a case the concerned management can take decision to postpone urgent nature of work to a certain extent and can avoid loss after giving the notice of strike. Hence the 56 workers who failed to attend the work on 8-12-2008 are liable to compensate the DC levied by the railway. The decision was taken to recover the same from the wages of the workers by the management by following due procedure and the principles of natural justice.

9. Unions 1 and 2 filed rejoinder denying the contentions in the written statement and reaffirming the allegations in the claim statement. 3rd Union has also filed rejoinder in the same manner.

10. For the purpose of deciding this reference two witnesses were examined from the side of the unions as WW 1 and W W2 and Ext.W1 was marked. On the side of the management one witness was examined as MW1 and Exts. M-1 to M-14 were got marked.

11. The points for determination are:

1. Whether the DPS workers in the Kollam depot in the FCI deliberately absented themselves from attending duty on 8-12-2008 and the same has resulted in the payment of DC to the railway by the management?
2. Whether the action of the management in making recovery of the DC from the wages of the DPS workers is legal and justified?
3. What relief, if any, they are entitled to ?

12. Point No.1: Bakrid is not a holiday for the DPS workers. Ext. M 1 contains the conditions of service of these workers. Clause 16(c) of Ext. M 1 provides six Paid Holidays (including three National Holidays) in a calendar year for the DPS workers. At the time of introduction of DPS in 1996 the six paid holidays for the DPS workers in the Kerala Region in a calendar year were fixed as (1) Republic Day (2) Independence Day (3) Gandhi Jayanthi (4) Id-ul-Fitr (Ramzan) (5) Onam (6) Christmas and the same is evidenced by Ext.M2 dated 6-1-1997. Those were the paid holidays enjoyed by the DPS workers until 2008. In 2008 also those were fixed as the paid holidays and the same can be seen from Ext.M3 dated 1-1-2008. It is for the first time on 4-12-2008 Ext.M4 representation was jointly made by the office bearers of the three unions to the Area Manager of the FCI Depot, Kollam to grant holiday with wages on 8-12-2008 for the DPS workers in the Kollam depot stating that majority of the DPS workers in that depot belong to Muslim Community and it is necessary for them to offer prayers being the Bakrid day. The request was for making it as an additional holiday and not for a change of the optional holiday. There is no documentary evidence in this case to prove that any reuest was made earlier by the unions of the DPS workers for allowing the Bakrid day as a holiday. It is pertinent to note that Ext. M4 representation was submitted to the Area Manager only on 4-12-2008 for allowing holiday on 8-12-2008. By Ext.M5 reply dated 6-12-2008 it was informed that it was not possible to have a consideration of their demand as the granting of holiday is to be decided by the office at the Regional or Zonal level and that the DPS workers would be allowed reasonable time according to their convenience to offer prayers. The possibility of placement of wagons on that day is also pointed out in Ext. M5.

13. As the request to grant holiday on 8-12-2008 was refused to be granted, DPS workers deliberately absented themselves from attending duty without even submitting any leave application. It has come out in evidence that all the DPS workers decided not to attend the duty on 8-12-2008 being the Bakrid day. It amounts to unilaterally declaring 8-12-2008 as a holiday by the unions and the DPS workers. That may be the reason why they have not applied for leave on that day. But until granting a holiday by adhering to the proper procedure they cannot unilaterally enjoy it as a holiday.

14. 20 wagons were placed for unloading by the railway on 7-12-2008. WW1 has stated during his cross examination that there was prior intimation as to the placement of those wagons on that day. Expected placement of wagons was also made mention of in Ext.M5. After placing the wagons at 4.15 p.m. on 7-12-2008 the DPS workers did not unload the same within the free time allowed by the railway. Those wagons were unloaded only on 9-12-2008 as they did not attend duty on 8-12-2008 and the same has resulted in incurring the payment of DC. As

per Ext.M6 the free time allowed by the railway for unloading 20 wagons is five hours. The wagons were not unloaded either on 7-12-2008 or on 8-12-2008 and hence the railway made demand to get the demurrage charges by issuing Ext.M7 bill. In pursuance of an application filed by the management 30% waiver was granted by the railway as per Ext.M8. The amount after allowing the waiver was paid by the management by means of a cheque dated 24-12-2008, copy of which is Ext.M-14. Afterwards the management preferred an appeal seeking complete waiver and the same is evidenced by Ext.M9. At the time of argument learned counsel for the management has submitted that the appeal is not yet disposed off and is still pending. If the appeal will be allowed there is no necessity to recover the DC from the DPS workers. But if not it requires consideration of the question as to the liability of DPS workers for the DC. It is apparently clear from the pleadings as well as the evidence adduced in this case that the DBS workers had unauthorisedly absented themselves from attending duty on 8-12-2008 claiming it to be a festival day being the Bakrid day. It can be said to be an illegal strike to protest the rejection of the request for granting holiday on that day. They cannot as a matter of right refuse to work on that day being working day. It can very well be held from the proved facts in this case that it is the wilful refusal of the DPS workers to attend the duty on 8-12-2008 that has resulted in levying the DC by the railway. Hence I find that the DPS workers had willfully absented themselves on 8-12-2008 to attend the work and the same has resulted in incurring the DC.

15. **Point No.2:** All the 56 DPS workers in the Kollam depot did not attend duty on 8-12-2008 in spite of the clear intimation of the placement of wagons for unloading on 7-12-2008. Since the wagons were not unloaded within the free time due to the refusal to attend the duty on 8-12-2008 management had to pay the DC. It is not in dispute that the amount of DC for the 20 wagons after granting 30% waiver is Rs.1,40,000. The amount due from the DPS workers is quantified as Rs.67,200 by the management and about it no challenge is made by the unions. Ext.M-10 memo was issued to all DPS workers calling upon their explanations for their non attendance of duty on 8-12-2008 and for the recovery of the DC from them. Ext.M-11 is the explanation submitted by one of the DPS workers stating that the management was informed that the DPS workers would not be able to attend duty on 8-12-2008 since majority of the DPS workers belong to Muslim Community and they have to offer prayers and to attend religious functions being the Bakrid day. After considering the explanations of the DPS workers the management decided to recover Rs.67,200 claiming to be due from the 56 DPS workers equally @ Rs.1,200 in three monthly instalments from their wages from the month of February onwards.

16. It is already found that it is the concerted action of refusal to attend duty on 8-12-2008 that resulted in incurring that amount as DC. Now it is to be considered whether in such a case the DC can be recovered from the wages of the DPS workers. There is no express provision in Ext.M 1 which enables the management to recover the DC from the DPS workers. MW1 has stated during his cross examination that apart from Ext.M 1 there is circular making DPS workers liable for the DC but the same is not produced in this case. Clause-15 of Ext.M1 provides that the workers found indulging in disobedience, misconduct etc. shall be subject to action under Model Standing Orders provided in Industrial Employment (Standing Orders) Act, 1946. As per Section 14 of the said Act, disciplinary action can be intiated against the workmen for misconduct and a workman can be fined up to 2% of his wages in a month for the acts and omissions which are notified with the previous approval of the Government or of the prescribed authority in pursuance of Section 8 of the Payment of Wages Act, 1946. It was submitted by the learned counsel for both sides that no notification has so far been issued by the management specifying the acts and omissions amounting to misconduct.

17. By placing reliance on the decision reported in Bank of India v. Kelawala 1990 (1) KLT 848 (SC.) it was argued by the learned counsel for the management that even in the absence of any statutory provision the employer can deduct wages in the event of wilful refusal to attend the work by the employee and it is not necessary to hold an enquiry against such employee before the deduction of wages. Therein it was held:-

> "There is no doubt that whenever a worker indulges in a misconduct such as a deliberate refusal to work the employer can take a disciplinary action against him and impose on him the penalty prescribed by law which may include some deductions from his wages. However, when misconduct is not disputed but is, on the other hand, admitted and is resorted to on a mass scale such as when the employees go on strike, legal or illegal, there is no need to hold an inquiry. To insist on an inquiry even in such cases is to pervert the very object of the inquiry. In a mass action such as a strike it is not possible to hold an inquiry against every employee nor is it necessary to do so unless, of course, an employee contends that although he did not want to go on strike and wanted to resume his duty, he was prevented from doing so by the other employees or that the employer did not give him proper assistance to resume his duty though he had asked for it. The pro rata deduction of wages is not an unreasonable exercise of power on such occasions. Whether on such occasions the wages are deductible at all and to what extent will, however, depend on the facts of each case. Although the employees may strike only for some hours but there is no work for the rest of the day as in the present case, the employer may be justified in deducting

salary for the whole day. On the other hand, the employees may put in work after the strike hours and the employer may accept it or acquiesce in it. In that case the employer may not be entitled to deduct wages at all or be entitled to deduct them only for the hours of strike. If further statutes such as the Payment of Wages Act or the State enactments like the Shops and Establishments Act apply, the employer may be justified in deducting wages under their provisions. Even if they do not apply, nothing prevents the employer from taking guidance from the legislative wisdom contained in it to adopt measures on the lines outlined therein, when the contract of employment is silent on the subject".

Paras 4, 13 and 22 of the judgment are relevant for the purpose of deciding this issue and hence the same is extracted below:

"4. The principal question involved in the case, according to us, is notwithstanding the absence of a term in the contract of employment or of a provision in the service rules or regulations, whether an employer is entitled to deduct wages for the period that the employees refuse to work although the work, is offered to them. The deliberate refusal to work may be the result of various actions on their part such as a sit-in or stay-in strike at the work-place or a strike whether legal or illegal, or a go-slow tactics. The deliberate refusal to work further, may be legal or illegal as when the employees go on a legal or illegal strike. The legality of strike does not always exempt the employees from the deduction of their salaries for the period of strike. It only saves them from a disciplinary action since a legal strike is recognised as a legitimate weapon in the hands of the workers to redress their grievances. It appears to us that this confusion between the strike as legitimate weapon in the hands of the workmen and the liability of deduction of wages incurred on account of it, whether the strike is legal or illegal, has been responsible for the approach the High Court has taken in the matter.

13. Among the decisions of the various High Courts relied upon by the parties in support of the respective cases, we find that except for the decision in V. Genesan v. The State Bank of India & Ors. [(1981) I LJ 64] given by the learned Single Judge of the Madras High Court and the decision of the Division Bench of the same Court in that matter and other matters decided together in State Bank of India, Canara Bank, Central Bank etc. & Ors v. Genesan, Jambunathan, Venkataraman, B.V. Kamath, V.K. Krishnamurthy, etc. & Ors [(1989) 1 LJ 109], all other decisions, namely, (i) Sukumar Bandyopadhyyay & Ors. v. State of West Bengal & Ors. [(1976) IX LIC 1689] (ii) Algemene Bank Nederland, N.V. v. Central Government Labour Court, Calcutta & Ors. [(1978) II LJ, 117] (iii) V.Ramachandran v. Indian Bank [(1979) I LJ 122], (iv) Dharam Singh Rajput & Ors. v. Bank of India, Bombay & Ors. [(1979) 12 LIC 1079], (v) R.Rajamanickam, for himself and on behalf of other Awardy Staff v. Indian Bank [(1981) II LJ 367]. (vi) R.N.Shenoy & Anr. etc. v. Central Bank of India & Ors. etc. 1983 KLT 381= [(1984) XVII LIC 1493], (vii) Prakash Chandra Johari v. Indian Overseas Bank & Anr., [(1986) II LJ 496], have variously taken the view that it is not only permissible for the employer to deduct wages for the hours or the days for which the employees are absent from duty but in cases such as the present, it is permissible to deduct wages for the whole day even if the absence is for a few hours. It is also held that the contract is not indivisible. Some of the decisions have also held that the deduction of wages can also be made under the provisions of the Payment of Wages Act and similar statutes where they are applicable. It is further held that deduction of wages in such cases is not a penalty but is in enforcement of the contract of employment and hence no disciplinary proceedings need precede it.

22. The principles which emerge from the aforesaid authorities may now be stated. Where the contract, Standing Orders or the service rules/regulations are silent on the subject, the management has the power to deduct wages for absence from duty when the absence is a concerted action on the part of the employees and the absence is not disputed. Whether the deduction from the wages will be pro rata for the period of absence only or will be for a longer period will depend upon the facts of each case such as whether where was any work to be done in the said period, whether the work was in fact done and whether it was accepted and acquiesced in, etc."

18. Deduction of wages is permissible in the case of wilful absence from duty by the employees when the absence is a concerted action on the part of the employees. Deduction of wages for such refusal to work need not be on pro rata basis and it depends upon the facts and circumstances in each case. Here in this case there was wilful refusal on the part of the DPS workers to attend the work on 8-12-2008 in spite of the intimation to unload the wagons placed on 7-12-2008 by the railway. The DC was to be paid by the FCI is only due to the wilful refusal to attend the work by the DPS workers. Even though there was proposal for not providing wages for 8-12-2008 and compensatory off in Ext.M-10 management refrained from imposing the same. The decision was only to deduct wages on account of the incurring of DC due to the wilful refusal of the DPS workers to attend duty on 8-12-2008. DC was to be paid by the FCI only due to the wilful refusal of the DPS workers to attend the work on that day. The amount sought to be recovered as DC is a well ascertained sum of money

of Rs. 67,200. It cannot be said to be an unconscionable sum. There is no need to have any enquiry or any further adjudication in the matter. There is no violation of the principles of natural justice which caused any prejudice to the DPS workers. The loss caused to the FCI amounting to Rs.67,200 is solely due to the deliberate non attendance of duty by them on that day. It can be taken into consideration for the purpose of determining the amount to be deducted from the wages for their wilful refusal to work on that day. Hence the action of the management in recovering the loss from the wages of the workmen on account of the DC levied by the railway for not unloading the wagons within the free time is legal and justified.

19. **Point No.3:** Since the action of the management is found to be legal and justified those workmen are not entitled to any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of April, 2012,

D. SREEVALLABHAN, Presiding Officer

APPENDIX

Witnesses for the Unions

WW 1 K.G.Rajumon, State Secretary, Food Corporation of India Workers Association (CITU), FCI, Kollam.

WW2 Shereef, Secretary, Food Corporation of India Workers Congress (INTUC), FCI, Kollam.

Witness for the Managements

MW1 Georgekutty, Area Manager, FCI, District Office, Kollam.

Exhibit for the Unions

W I Letter dated 06.12.2008 sent by Secretary, FCI Workers Congress (INTUC), Kollam to the Area Manager, FCI, Kollam Depot.

Exhibits for the Managements

M 1 Photocopy of the Letter No.IR(L)/8(22)/94 of the Executive Director (Gen.) dated 14-6-1996 as to the introduction of Direct Payment System in notified Food Corporation of India's owned depots.

M2 Letter No.S&C/1(1)/96-DPS dated 6-1-1997 of the Assistant Manager (CONT.I), Food Corporation of India, Regional Office, Thiruvananthapuram addressed to the District Manager, FCI, Kollam regarding list of holidays for DPS workers.

M3 Circular No.IR(L) 1(1)/2008/DPS/DMQ dated 1-1-2008 issued by the Area Manager, Food Corporation of India, District Office, Kollam.

M4 Joint representation dated 4-12-2008 submitted by the office bearers of the unions to the Area Manager, FCI, Kollam requesting to grant holiday on 8-12-2008.

M5 Order No.IR(L)/1(1)/2008/DPS/DMQ dt. 6-12-2008 of the Area Manager, FCI, District Office, Kollam.

M6 Photocopy of the letter No.TC-1/2005/201/2Pt.D of Government of India, Ministry of Railways, Railway Board dated 10-10-2006.

M7 Bill dated 10-12-2008 issued by the Chief Goods Supervisor, Southern Railway, Kollam to the DM, FCI, Quilon.

M8 Photocopy of the Order No.V/C 200/dc/waiver/08 dated 22-12-2008 addressed to the Area Manager, FCI, District Office, Kollam by the Divisional Commercial Manager, Southern Railway, Thiruvananthapuram.

M9 Office copy of Letter No. MC10(3)/08-09/DC-26/QLN/VOL.III dated 18-2-2009 of the Area Manager (Depot), FCI, District Office, Kollam to the Senior Divisional Railway Manager, Divisional Office, Southern Railway, Trivandrum.

M10 Memo No.IR-L 1(1)/2008/DPS/DMQ dated 3-1-2009 issued by Area Manager, FCI, District Office, Kollam.

M 11 Explanation dated 6-1-2009 submitted by Shri Abdul Azad, DPS worker No.284 to the Area Manager, FCI, Kollam.

M12 Order No.IRL 1(1)/2008/DPS/DMQ dated 21-1-2009 of the Area Manager, FCI, District Office, Kollam.

M 13 Key Register of the Food Corporation of India, District Office, Kollam w.e.f. 1-11-2008.

M14 Photocopy of the cheque bearing No.005792 dated 24-12-2008 for Rs.1,82,490, of SBI, Kollam drawn in favour of Southern Railway, Kollam.

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